

**STATE OF MAINE**  
**THE SUPREME JUDICIAL COURT**  
**Sitting as the Law Court**

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**DOCKET NO. Fed-22-73**

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**STEVEN KNEIZYS,  
PLAINTIFF/APPELLANT**

**vs**

**FEDERAL DEPOSIT INSURANCE CORPORATION,  
As Receiver for Washington Mutual Bank, Henderson, Nevada  
DEFENDANT/APPELLEE <sup>1</sup>**

**And Parties In Interest / Former Parties also docketed:  
JAMES BOHANON and VICKI MCLAUGHLIN;<sup>2</sup>  
UNITED STATES (ATTY FOR THE DISTRICT OF MAINE)<sup>3</sup>, APPELLEES**

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**ON CERTIFIED QUESTION FROM THE WESTERN DISTRICT OF  
WASHINGTON AT SEATTLE, Dkt No: C20-1402RSL (PACER 2:20-cv-01402-RSL)**

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## **APPENDIX**

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Dated: May 23, 2022

Respectfully Submitted by:



Steven Kneizys, Appellant, Pro Se  
87 Lagare Street  
Palm Coast, FL 32137

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**Representation of parties, as per superscripts, above:**

- 1. Represented in the Western District of Washington by: Miller Nash LLP,  
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97204, Telephone: (503) 224-5858, Email: garrett.ledgerwood@millernash.com**
- 2. Represented in the Western District of Washington by:  
Charles R Horner, 1911 SW Campus Dr, NO 727, Federal Way, Washington 98023**
- 3. Andrew K. Lizotte, AUSA, Chief, Civil Division, 202 Harlow Street, Bangor,  
Maine 04401 T: 207.262.4636, E: Andrew.Lizotte@usdoj.gov**

**NOTE: Case transferred from the District of Nevada, Docket # 2:19-cv-01499**

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TRANSIN

**U.S. District Court**  
**United States District Court for the Western District of Washington (Seattle)**  
**CIVIL DOCKET FOR CASE #: 2:20-cv-01402-RSL**

Kneizys v. Federal Deposit Insurance Corporation et al  
Assigned to: Judge Robert S. Lasnik  
Case in other court: Nevada, 2:19-cv-01499  
Cause: 12:1821 Default of Loan by Promissory Note

Date Filed: 09/21/2020  
Jury Demand: Both  
Nature of Suit: 290 Real Property: Other  
Jurisdiction: U.S. Government  
Defendant

**Plaintiff****Steven Kneizys**

represented by **Steven Kneizys**  
87 LAGARE ST  
PALM COAST, FL 32137  
610-256-1396  
PRO SE

V.

**Defendant**

**Federal Deposit Insurance  
Corporation**  
*as receiver for  
other*  
Washington Mutual Bank, Henderson  
Nevada

represented by **Allyson R. Johnson**  
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*TERMINATED: 09/29/2021*

**Defendant**

**Elizabeth Rice**

*TERMINATED: 09/12/2019*

**Defendant**

**Norman R Morrison, Jr**

**Defendant**

**Franklin H Morrison**

**Defendant**

**James Bohanon**

*TERMINATED: 06/11/2021*

represented by **Bradley M. Marx**

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*ATTORNEY TO BE NOTICED*

**Defendant**

**James McLaughlin**

represented by **Bradley M. Marx**

(See above for address)

**Defendant**

**Vicki McLaughlin**

*TERMINATED: 06/11/2021*

represented by **Bradley M. Marx**

(See above for address)

**Charles R Horner**

(See above for address)  
*ATTORNEY TO BE NOTICED*

**Defendant**

**Ronald V Rice**

V.

**Interested Party****State of Maine, Supreme Judicial Court**

<b>Date Filed</b>	<b>#</b>	<b>Docket Text</b>
08/26/2019	<u>1</u>	COMPLAINT against All Defendants (Filing fee \$400) by Steven Kneizys. Proof of service due by 11/26/2019. (Attachments: # <u>1</u> Exhibits - Vol. I, # <u>2</u> Part 2, # <u>3</u> Exhibits - Vol. II, # <u>4</u> part 2, # <u>5</u> Exhibits - Vol. III, # <u>6</u> part 2, # <u>7</u> Civil Cover Sheet, # <u>8</u> Receipt #NVLAS065676)(SLD) <b>Modified to correct file date to 8/26/2019 on 9/18/2019 - envelope indicates Clerk's Office received documents on 8/26/2019 (SLD).</b> (Main Document 1 replaced on 9/18/2019) (SLD). [Transferred from nvd on 9/22/2020.] (Entered: 08/28/2019)
08/28/2019		Case randomly assigned to Chief Judge Gloria M. Navarro and Magistrate Judge Daniel J. Albregts. (RT) [Transferred from nvd on 9/22/2020.] (Entered: 08/28/2019)
08/28/2019	<u>2</u>	SUMMONS Issued as to Federal Deposit Insurance Company, U.S. Attorney and U.S. Attorney General. (SLD) [Transferred from nvd on 9/22/2020.] (Entered: 08/28/2019)
08/28/2019	<u>3</u>	Summons Issued as to James Bohanon, James McLaughlin, Vicki McLaughlin, Franklin Morrison, Norman Morrison, Elizabeth Rice re <u>1</u> Complaint. (SLD) [Transferred from nvd on 9/22/2020.] (Entered: 08/28/2019)
08/28/2019	<u>4</u>	ADVISORY LETTER to litigant. (SLD) [Transferred from nvd on 9/22/2020.] (Entered: 08/28/2019)
09/03/2019	<u>5</u>	STANDING ORDER.  This case has been assigned to the Honorable Chief Judge Gloria M. Navarro. Chief Judge Navarro's Chambers Practices, which are posted on the U.S. District Court, District of Nevada public website, may also be accessed directly via this hyperlink <a href="http://www.nvd.uscourts.gov">www.nvd.uscourts.gov</a> .  (Copies have been distributed pursuant to the NEF - ASB) [Transferred from nvd on 9/22/2020.] (Entered: 09/03/2019)
09/12/2019	<u>6</u>	AMENDED COMPLAINT with Jury Demand against James Bohanon, Federal Deposit Insurance Company, James McLaughlin, Vicki McLaughlin, Franklin Morrison, Norman Morrison, Ronald V. Rice by Steven Kneizys. Adds and removes parties. Proof of service due by 12/11/2019. (Attachments: # <u>1</u> Exhibits - Vol. I, # <u>2</u> Exhibits - Vol. II, # <u>3</u> Exhibits - Vol. III)(SLD) [Transferred from nvd on 9/22/2020.] (Entered: 09/12/2019)
09/12/2019	<u>7</u>	Summons Issued as to Ronald V. Rice re <u>6</u> Amended Complaint. (SLD) [Transferred from nvd on 9/22/2020.] (Entered: 09/12/2019)

09/12/2019	<u>8</u>	NOTICE re Oversized Exhibit by Steven Kneizys re <u>1</u> Complaint. (SLD) [Transferred from nvd on 9/22/2020.] (Entered: 09/12/2019)
09/12/2019	<u>9</u>	NOTICE re Oversized Exhibit by Steven Kneizys re <u>1</u> Complaint. (SLD) [Transferred from nvd on 9/22/2020.] (Entered: 09/12/2019)
10/23/2019	<u>10</u>	SUMMONS Returned Executed re <u>1</u> Complaint as to James Bohanon, James McLaughlin, and Vicki McLaughlin served on 10/1/2019, answers due 10/22/2019. (Attachments: # <u>1</u> as to James Bohanon, # <u>2</u> as to Vicki McLaughlin)(SLD) [Transferred from nvd on 9/22/2020.] (Entered: 10/23/2019)
10/23/2019	<u>11</u>	SUMMONS Returned Executed re <u>1</u> Complaint and <u>6</u> Amended Complaint. Norman Morrison and Ronald V. Rice served on 10/3/2019, answers due 10/24/2019. (Attachments: # <u>1</u> as to Norman Morrison, Jr.)(SLD) [Transferred from nvd on 9/22/2020.] (Entered: 10/23/2019)
10/23/2019	<u>12</u>	SUMMONS Returned Executed re <u>1</u> Complaint. Federal Deposit Insurance Company served on 9/16/2019, answer due 11/15/2019. (Attachments: # <u>1</u> as to Attorney General, # <u>2</u> as to U.S. Attorney)(SLD) [Transferred from nvd on 9/22/2020.] (Entered: 10/23/2019)
10/25/2019	<u>13</u>	MOTION to Dismiss by Defendants James Bohanon, James McLaughlin, Vicki McLaughlin. Responses due by 11/8/2019. Discovery Plan/Scheduling Order due by 12/9/2019. (SLD)  NOTICE of Certificate of Interested Parties requirement: Under Local Rule 7.1-1, a party must <u>immediately</u> file its disclosure statement with its first appearance, pleading, petition, motion, response, or other request addressed to the court. [Transferred from nvd on 9/22/2020.] (Entered: 10/28/2019)
10/28/2019	<u>14</u>	MINUTE ORDER IN CHAMBERS of the Honorable Judge Gloria M. Navarro on 10/28/2019. Regarding the Requirements of <i>Klinge v. Eikenberry</i> and <i>Rand v. Rowland</i> as to <u>13</u> Motion to Dismiss,. Opposition due 14 days from the date of this Minute Order, and reply due seven 7 days after the filing of the opposition. (Copies have been distributed pursuant to the NEF - SLD) [Transferred from nvd on 9/22/2020.] (Entered: 10/28/2019)
10/29/2019	<u>15</u>	SUMMONS Returned Executed re <u>3</u> Summons Issued. Franklin H. Morrison served on 10/3/2019, answer due 10/24/2019. (SLD) [Transferred from nvd on 9/22/2020.] (Entered: 10/30/2019)
11/12/2019	<u>16</u>	RESPONSE to <u>13</u> Motion to Dismiss by Plaintiff Steven Kneizys. Replies due by 11/19/2019. (SLD) [Transferred from nvd on 9/22/2020.] (Entered: 11/12/2019)
11/12/2019	<u>17</u>	MOTION to Change Venue by Plaintiff Steven Kneizys. Responses due by 11/26/2019. (SLD) [Transferred from nvd on 9/22/2020.] (Entered: 11/12/2019)
12/09/2019	<u>18</u>	MOTION to Stay the Filing of the Discovery Plan and Scheduling Order by Plaintiff Steven Kneizys. Responses due by 12/23/2019. (SLD) [Transferred from nvd on 9/22/2020.] (Entered: 12/09/2019)
01/10/2020	<u>19</u>	ORDER Granting Plaintiff's <u>18</u> Motion to Stay Discovery. In the event the <u>17</u> Motion to Change Venue is not granted in full, the parties shall file a stipulated

		proposed discovery plan and scheduling order no later than seven days after a decision is issued by the court. Signed by Magistrate Judge Daniel J. Albregts on 1/10/2020. (Copies have been distributed pursuant to the NEF - SLD) [Transferred from nvd on 9/22/2020.] (Entered: 01/13/2020)
02/12/2020	<u>20</u>	NOTICE of Appearance by attorney Allyson R. Noto on behalf of Defendant Federal Deposit Insurance Company. (Noto, Allyson) [Transferred from nvd on 9/22/2020.] (Entered: 02/12/2020)
02/12/2020	<u>21</u>	CERTIFICATE of Interested Parties by Federal Deposit Insurance Company. There are no known interested parties other than those participating in the case (Noto, Allyson) [Transferred from nvd on 9/22/2020.] (Entered: 02/12/2020)
02/12/2020	<u>22</u>	<b>ERROR: Incorrect event selected. Counsel advised to refile.</b> <del>ANSWER to <u>6</u> Amended Complaint filed by Federal Deposit Insurance Company. (Noto, Allyson) [Transferred from nvd on 9/22/2020.] (Entered: 02/12/2020)</del>
02/13/2020	<u>23</u>	NOTICE of Corrected Image/Document re <u>22</u> Answer to Amended Complaint by Defendant Federal Deposit Insurance Company. (Service of corrected image is attached.) (Noto, Allyson) [Transferred from nvd on 9/22/2020.] (Entered: 02/13/2020)
02/13/2020	24	CLERK'S NOTICE. Attorney Action Required to ECF No. <u>22</u> Answer. Document was not filed pursuant to LR IC 2-2(c). The wrong event was selected. The title of the docket entry does not match the title of the document. Counsel is advised to refile ECF No. <u>22</u> using the appropriate docket entry title, Motion to Dismiss. <b>(no image attached)</b> (EDS) [Transferred from nvd on 9/22/2020.] (Entered: 02/13/2020)
02/13/2020	<u>25</u>	MOTION to Dismiss by Defendant Federal Deposit Insurance Company. Responses due by 2/27/2020. (Noto, Allyson) [Transferred from nvd on 9/22/2020.] (Entered: 02/13/2020)
03/02/2020	<u>26</u>	RESPONSE to <u>25</u> Motion to Dismiss by Plaintiff Steven Kneizys. Replies due by 3/9/2020. (Attachments: # <u>1</u> Exhibit 1, # <u>2</u> Exhibit 2, # <u>3</u> Cover Letter) (MR) [Transferred from nvd on 9/22/2020.] (Entered: 03/02/2020)
03/02/2020	<u>27</u>	CERTIFICATE of Interested Parties by Steven Kneizys. There are no known interested parties other than those participating in the case. (MR) [Transferred from nvd on 9/22/2020.] (Entered: 03/02/2020)
03/06/2020	<u>28</u>	MOTION to Compel by Plaintiff Steven Kneizys. Responses due by 3/20/2020. (JM) (Main Document 28 replaced on 3/6/2020) (JM). [Transferred from nvd on 9/22/2020.] (Entered: 03/06/2020)
03/09/2020	<u>29</u>	REPLY to Response to <u>25</u> Motion to Dismiss by Defendant Federal Deposit Insurance Company. (Attachments: # <u>1</u> Exhibit) (Noto, Allyson) [Transferred from nvd on 9/22/2020.] (Entered: 03/09/2020)
03/16/2020	<u>30</u>	<b>STRICKEN PER <u>32</u> ORDER SUR</b> <del>REPLY to <u>29</u> Reply, <u>25</u> Motion to Dismiss by Plaintiff Steven Kneizys. (JM) Modified on 3/19/2020 (JM). [Transferred</del>

		from nvd on 9/22/2020.] (Entered: 03/17/2020)
03/16/2020	<u>31</u>	MOTION for Hearing Before District Judge re <u>25</u> Motion to Dismiss by Plaintiff Steven Kneizys. (JM) [Transferred from nvd on 9/22/2020.] (Entered: 03/17/2020)
03/19/2020	<u>32</u>	ORDER Striking <u>30</u> Reply. Signed by Judge Gloria M. Navarro on 3/19/2020. (Copies have been distributed pursuant to the NEF - JM) [Transferred from nvd on 9/22/2020.] (Entered: 03/19/2020)
03/25/2020	<u>33</u>	ORDER Denying <u>28</u> Motion to Compel. Signed by Magistrate Judge Daniel J. Albregts on 3/25/2020.(Copies have been distributed pursuant to the NEF - ADR) [Transferred from nvd on 9/22/2020.] (Entered: 03/25/2020)
04/07/2020	<u>34</u>	Plaintiff's NOTICE of Pretrial Conference regarding Discovery Plan and Scheduling Order by Steven Kneizys. (DRS) [Transferred from nvd on 9/22/2020.] (Entered: 04/08/2020)
04/27/2020	<u>35</u>	MOTION to Begin Limited Discovery and Request for Hearing by Plaintiff Steven Kneizys. Responses due by 5/11/2020. (DRS) [Transferred from nvd on 9/22/2020.] (Entered: 04/29/2020)
05/13/2020	<u>36</u>	ORDER granting <u>35</u> MOTION to Begin Limited Discovery as it relates to Defendants James Bohanon, James McLaughlin, and Vicki McLaughlin only. Signed by Magistrate Judge Daniel J. Albregts on 5/13/2020. (Copies have been distributed pursuant to the NEF - DRS) [Transferred from nvd on 9/22/2020.] (Entered: 05/13/2020)
05/13/2020	<u>37</u>	DOCKETED TO WRONG CASE IN ERROR - <del>CERTIFICATE of Cash Deposit as to SFR Investments Pool 1, LLC: \$ 10,350.00, receipt number NVLAS070024.</del> (DRS) Modified and NEF regenerated on 5/13/2020 (DRS). [Transferred from nvd on 9/22/2020.] (Entered: 05/13/2020)
05/21/2020	<u>38</u>	SUBPOENAS (3) Issued. (emailed to Plaintiff this date - DRS) [Transferred from nvd on 9/22/2020.] (Entered: 05/21/2020)
08/10/2020	<u>39</u>	MOTION for Summary Judgment by Plaintiff Steven Kneizys. Responses due by 8/31/2020. (Attachments: # <u>1</u> Attachment 1, # <u>2</u> Attachment 2, # <u>3</u> Attachment 3, # <u>4</u> Attachment 4) (DRS) [Transferred from nvd on 9/22/2020.] (Entered: 08/10/2020)
08/10/2020	<u>40</u>	MINUTE ORDER IN CHAMBERS of the Honorable Judge Gloria M. Navarro on 8/10/2020. Regarding the Requirements of <i>Klinge v. Eikenberry</i> and <i>Rand v. Rowland</i> as to <u>39</u> Motion for Summary Judgment. Opposition due 21 days from the date of this Minute Order, and reply due 14 days after the filing of the opposition. (Copies have been distributed pursuant to the NEF - EDS) [Transferred from nvd on 9/22/2020.] (Entered: 08/13/2020)
08/10/2020	<u>41</u>	MOTION for Leave to Supplement the Record by Plaintiff Steven Kneizys. (DRS) [Transferred from nvd on 9/22/2020.] (Entered: 08/14/2020)
08/10/2020	<u>42</u>	MOTION for Sanctions by Plaintiff Steven Kneizys. Responses due by 8/24/2020. (DRS) [Transferred from nvd on 9/22/2020.] (Entered: 08/14/2020)

08/24/2020	<u>43</u>	RESPONSE to <u>41</u> Motion for Leave to File Document, <u>39</u> Motion for Summary Judgment, <u>42</u> Motion for Sanctions by Defendant Federal Deposit Insurance Company. Replies due by 9/7/2020. (Noto, Allyson) [Transferred from nvd on 9/22/2020.] (Entered: 08/24/2020)
08/31/2020	<u>44</u>	NOTICE of Appearance by attorney Bradley M. Marx on behalf of Defendants James Bohanon, James McLaughlin, Vicki McLaughlin. (Marx, Bradley) [Transferred from nvd on 9/22/2020.] (Entered: 08/31/2020)
08/31/2020	<u>45</u>	RESPONSE to <u>39</u> Motion for Summary Judgment by Defendants James Bohanon, James McLaughlin, Vicki McLaughlin. Replies due by 9/14/2020. (Marx, Bradley) [Transferred from nvd on 9/22/2020.] (Entered: 08/31/2020)
08/31/2020	<u>46</u>	REPLY to <u>43</u> Response to <u>41</u> Motion for Leave to File Document, <u>39</u> Motion for Summary Judgment, <u>42</u> Motion for Sanctions by Plaintiff Steven Kneizys. (Attachments: # <u>1</u> Attachment/Exhibit) (DRS) [Transferred from nvd on 9/22/2020.] (Entered: 09/01/2020)
09/08/2020	<u>47</u>	REPLY to <u>45</u> Response to <u>39</u> Motion for Summary Judgment by Plaintiff Steven Kneizys. (DRS) [Transferred from nvd on 9/22/2020.] (Entered: 09/08/2020)
09/21/2020	<u>48</u>	ORDER granting <u>17</u> Motion to Change Venue and Transfer Case. This case is ordered Transferred to the District of Washington - Western. The Court further Denies the FDIC's <u>25</u> Motion to Dismiss. All remaining motions are left for resolution by the transferee court. Signed by Judge Gloria M. Navarro on 9/21/2020. (Copies have been distributed pursuant to the NEF - DRS) [Transferred from nvd on 9/22/2020.] (Entered: 09/21/2020)
09/22/2020	<u>49</u>	Case transferred in from District of Nevada, Case Number 2:19-cv-01499. (Entered: 09/22/2020)
09/22/2020		Judge Robert S. Lasnik added. (CDA) (Entered: 09/22/2020)
09/22/2020	<u>50</u>	LETTER from Clerk to counsel re receipt of case from District of Nevada and advising of WAWD case number and judge assignment. (CDA)cc plaintiff via US Mail (Entered: 09/22/2020)
09/30/2020	<u>51</u>	MOTION to Set/Extend Deadline for Stay, filed by Plaintiff Steven Kneizys. Noted by Clerk for 10/9/2020. (LH) (Entered: 10/01/2020)
10/15/2020	<u>52</u>	ORDER granting Plaintiff's <u>51</u> Motion to Set/Extend Deadline. The Court will not issue an order requiring the submission of a joint status report until the pending motions (Dkt. # <u>13</u> , <u>31</u> , <u>39</u> , <u>41</u> , and <u>42</u> ) have been resolved. Signed by Judge Robert S. Lasnik. (LH) (cc: Plaintiff via US mail) (Entered: 10/15/2020)
10/26/2020	<u>53</u>	ORDER denying McLaughlin Defendants' <u>13</u> Motion to Dismiss. Signed by Judge Robert S. Lasnik.(LH) (cc: Plaintiff via US mail) (Entered: 10/26/2020)
10/26/2020	<u>54</u>	ORDER striking as moot Plaintiff's <u>31</u> Objection/Motion for Hearing re Defendant FDIC's Reply Brief on their Motion to Dismiss. Signed by Judge Robert S. Lasnik.(LH) (cc: Plaintiff via US mail) (Entered: 10/26/2020)
11/10/2020	<u>55</u>	NOTICE of Appearance by attorney Teresa Hilkey Pearson on behalf of Defendant Federal Deposit Insurance Corporation. (Pearson, Teresa) (Entered: 11/10/2020)

		11/10/2020)
11/10/2020	<u>56</u>	NOTICE OF WITHDRAWAL OF COUNSEL: Attorney Allyson R. Johnson for Defendant Federal Deposit Insurance Corporation. (Pearson, Teresa) (Entered: 11/10/2020)
11/12/2020	<u>57</u>	ORDER STRIKING NOTICE OF WITHDRAWAL: The notice of withdrawal as counsel (Dkt. # <u>56</u> ) is hereby STRICKEN. Ms. Johnson remains counsel of record until the Court grants leave to withdraw. Signed by Judge Robert S. Lasnik. (LH) (cc: Plaintiff via US mail) (Entered: 11/12/2020)
11/24/2020	<u>58</u>	ANSWER to <u>6</u> Amended Complaint, by Federal Deposit Insurance Corporation. (Pearson, Teresa) (Entered: 11/24/2020)
11/24/2020	<u>59</u>	MOTION to Withdraw as Attorney ( <i>Allyson Johnson</i> ), filed by Defendant Federal Deposit Insurance Corporation. (Attachments: # <u>1</u> Proposed Order) Noting Date 12/11/2020, (Pearson, Teresa) (Entered: 11/24/2020)
12/01/2020	<u>60</u>	MOTION for Default re Defendants Norman Morrison, Jr. and Franklin Morrison, filed by Plaintiff Steven Kneizys. Noted by Clerk for 12/1/2020. (LH) (Entered: 12/01/2020)
12/01/2020	<u>61</u>	MOTION for Default re Defendants James Bohanon, James McLaughlin, and Vicki McLaughlin, filed by Plaintiff Steven Kneizys. Noted by Clerk for 12/1/2020. (LH) (Entered: 12/01/2020)
12/03/2020	<u>62</u>	Clerk's ENTRY OF DEFAULT as to Franklin H Morrison, Norman R Morrison, Jr. This matter was transferred from the District of Nevada in September 2020, interfering with the representation of and communication with at least four of the named defendants. Out of an abundance of caution, this order of default and a copy of the Amended Complaint (Dkt. #6) will be mailed to the defaulted defendants at the addresses specified in the Amended Complaint and, if different, where they were initially served. (Order sent to Plaintiff via U.S. Mail) (Order and Amended Complaint sent to Defendants Franklin H. Morrison and Norman R. Morrison, Jr. via U.S. Mail) (KERR) (Entered: 12/03/2020)
12/03/2020	<u>63</u>	Clerk's ENTRY OF DEFAULT as to James Bohanon, James McLaughlin, Vicki McLaughlin. This matter was transferred from the District of Nevada in September 2020, interfering with the representation of and communication with at least four of the named defendants. Out of an abundance of caution, this order of default and a copy of the Amended Complaint (Dkt. #6) will be mailed to the defaulted defendants at the addresses specified in the Amended Complaint and, if different, where they were initially served. (Order sent to Plaintiff via U.S. Mail) (Order and Amended Complaint sent to Defendants James Bohanon, James McLaughlin, and Vicki McLaughlin via U.S. Mail) (KERR) (Entered: 12/03/2020)
12/15/2020	<u>64</u>	NOTICE of Appearance by attorney Charles R Horner on behalf of Defendants James Bohanon, Vicki McLaughlin. (Horner, Charles) (Entered: 12/15/2020)
12/16/2020	<u>65</u>	Stipulated MOTION to Set Aside Default <i>Against Defs. Vicki McLaughlin and James Bohanon</i> , filed by Defendants James Bohanon, Vicki McLaughlin. (Attachments: # <u>1</u> Proposed Order Displaying parties signatures) Noting Date 1/8/2021, (Horner, Charles) (Entered: 12/16/2020)

12/17/2020	<u>66</u>	ORDER re Defendants' <u>65</u> Motion to Set Aside Default: The Clerk's Order of Default dated December 3, 2020, Docket No. <u>63</u> , entered against defendants Vicki Laughlin and James Bohanon, is hereby SET ASIDE and said defendants are given leave to appear in this Court and to answer and otherwise to defend in this action. Signed by Judge Robert S. Lasnik.(LH) (cc: Plaintiff via US mail) (Entered: 12/17/2020)
01/04/2021	<u>67</u>	MOTION to Dismiss Party <i>for Lack of Personal Jurisdiction</i> , filed by Defendants James Bohanon, Vicki McLaughlin. (Attachments: # <u>1</u> Exhibit Attachment 1, # <u>2</u> Proposed Order) Noting Date 2/5/2021, (Horner, Charles) (Entered: 01/04/2021)
01/05/2021	<u>68</u>	ORDER granting <u>59</u> Motion to Withdraw as Attorney. Allyson R. Johnson and Sylvester & Polednak, Ltd. are no longer counsel for defendant Federal Deposit Insurance Corporation, as Receiver for Washington Mutual Bank in this case. Signed by Judge Robert S. Lasnik.(LH) (cc: Plaintiff via US mail) (Entered: 01/05/2021)
01/12/2021	<u>69</u>	ORDER denying Plaintiff's <u>39</u> Motion for Summary Judgment, <u>41</u> Motion to Supplement, <u>42</u> Motion for Sanctions. Signed by Judge Robert S. Lasnik.(MW) (cc: Plaintiff via USPS) (Entered: 01/12/2021)
01/12/2021	<u>70</u>	AFFIDAVIT OF SERVICE by Defendants James Bohanon, Vicki McLaughlin re <u>67</u> MOTION to Dismiss Party <i>for Lack of Personal Jurisdiction</i> (Horner, Charles) (Entered: 01/12/2021)
01/14/2021	<u>71</u>	ORDER REGARDING INITIAL DISCLOSURES, JOINT STATUS REPORT AND EARLY SETTLEMENT Joint Status Report due by 2/11/2021, by Judge Robert S. Lasnik. (cc: Plaintiff via U.S. Mail) (KERR) (Entered: 01/14/2021)
02/01/2021	<u>72</u>	RESPONSE, by Plaintiff Steven Kneizys, to <u>67</u> MOTION to Dismiss Party <i>for Lack of Personal Jurisdiction</i> . (Attachments: # <u>1</u> Proposed Order) (LH) (Entered: 02/01/2021)
02/04/2021	<u>73</u>	RESPONSE, by Defendant Federal Deposit Insurance Corporation, to <u>67</u> MOTION to Dismiss Party <i>for Lack of Personal Jurisdiction</i> . (Pearson, Teresa) (Entered: 02/04/2021)
02/05/2021	<u>74</u>	REPLY, filed by Defendants James Bohanon, Vicki McLaughlin, TO RESPONSE to <u>67</u> MOTION to Dismiss Party <i>for Lack of Personal Jurisdiction</i> (Attachments: # <u>1</u> Proposed Order)(Horner, Charles) (Entered: 02/05/2021)
05/21/2021	<u>75</u>	NOTICE of Change of Address/Change of Name of Attorney Teresa Hilkey Pearson. Filed by Defendant Federal Deposit Insurance Corporation. (Pearson, Teresa) (Entered: 05/21/2021)
05/27/2021	<u>76</u>	NOTICE of Change of Address/Change of Name Filed by Plaintiff Steven Kneizys. (LH) (Updated address on docket) (Entered: 05/28/2021)
06/11/2021	<u>77</u>	ORDER granting Defendants' <u>67</u> Motion to Dismiss For Lack of Personal Jurisdiction. The claims against McLaughlin and Bohanon are hereby DISMISSED. Signed by Judge Robert S. Lasnik. (LH) (cc: Plaintiff via US mail) (Entered: 06/11/2021)



07/08/2021	<u>78</u>	ORDER TO SHOW CAUSE: The parties shall, no later than Thursday, 7/29/2021, file their Joint Status Report and show cause to the Court why sanctions including dismissal should not be imposed for their failure to comply with the Order of 1/14/2021. The Clerk is directed to place this Order to Show Cause on the Court's calendar for July 30, 2021. Signed by Judge Robert S. Lasnik. (LH) (cc: Plaintiff via US mail) (Entered: 07/08/2021)
07/14/2021	<u>79</u>	RESPONSE TO ORDER TO SHOW CAUSE by Defendant Federal Deposit Insurance Corporation re: <u>78</u> Order to Show Cause,, Set Deadlines/Hearings, (Pearson, Teresa) (Entered: 07/14/2021)
07/16/2021		re <u>78</u> Order to Show Cause NOTED on motion calendar for 7/30/2021. (LH) (Entered: 07/16/2021)
07/16/2021	<u>80</u>	JOINT STATUS REPORT and Discovery Plan signed by all parties, filed by pro se Plaintiff. (SR) (Entered: 07/16/2021)
07/28/2021	<u>81</u>	RESPONSE TO ORDER TO SHOW CAUSE by Plaintiff Steven Kneizys re: <u>78</u> Order to Show Cause. (Attachments: # <u>1</u> Exhibit)(SR) (Entered: 07/28/2021)
07/29/2021	<u>82</u>	ORDER SETTING TRIAL DATE AND RELATED DATES; Length of Trial: 2-3 days. Bench Trial is set for 3/7/2022 at 9:00 AM in Courtroom 15106 before Judge Robert S. Lasnik. Joinder of Parties due by 8/26/2021, Amended Pleadings due by 9/8/2021, Expert Witness Disclosure/Reports under FRCP 26(a)(2) due by 9/8/2021, Discovery completed by 11/7/2021, Attorney settlement conference to be held by 11/21/2021, Dispositive motions due by 12/7/2021, Motions in Limine due by 2/7/2022, Pretrial Order due by 2/23/2022, Trial briefs and trial exhibits to be submitted by 3/2/2022. The Court's <u>78</u> Order to Show Cause entered on July 8, 2021, is hereby VACATED, by Judge Robert S. Lasnik. (cc: Plaintiff via U.S Mail) (KERR) (Entered: 07/29/2021)
09/03/2021	<u>83</u>	MOTION for Summary Judgment , filed by Defendant Federal Deposit Insurance Corporation. (Attachments: # <u>1</u> Grieser Declaration) Noting Date 10/8/2021, (Pearson, Teresa) (Entered: 09/03/2021)
09/08/2021		NOTICE TO FILER: Your document 'Plaintiff's Notice of Deposition' will not be filed in this case. Per <b>LCR 5 (d)</b> , discovery documents are not to be filed in your court case. (LH) (cc: NEF to Plaintiff via US mail, along with Notice of Deposition) (Entered: 09/08/2021)
09/14/2021	<u>84</u>	NOTICE of Appearance by attorney Garrett S Ledgerwood on behalf of Defendant Federal Deposit Insurance Corporation. (Ledgerwood, Garrett) (Entered: 09/14/2021)
09/14/2021	<u>85</u>	MOTION to Withdraw as Attorney ( <i>Teresa H. Pearson for Federal Deposit Insurance Corporation, as Receiver for Washington Mutual Bank</i> ), filed by Defendant Federal Deposit Insurance Corporation. Noting Date 9/24/2021, (Ledgerwood, Garrett) (Entered: 09/14/2021)
09/14/2021	<u>86</u>	PROPOSED ORDER (Unsigned) re <u>85</u> MOTION to Withdraw as Attorney ( <i>Teresa H. Pearson for Federal Deposit Insurance Corporation, as Receiver for Washington Mutual Bank</i> ) (Ledgerwood, Garrett) (Entered: 09/14/2021)

09/20/2021	<u>87</u>	OBJECTION by Plaintiff Steven Kneizys to <u>85</u> MOTION to Withdraw as Attorney ( <i>Teresa H. Pearson for Federal Deposit Insurance Corporation, as Receiver for Washington Mutual Bank</i> ). (SB) (Entered: 09/21/2021)
09/23/2021	<u>88</u>	REPLY, filed by Defendant Federal Deposit Insurance Corporation, TO RESPONSE to <u>85</u> MOTION to Withdraw as Attorney ( <i>Teresa H. Pearson for Federal Deposit Insurance Corporation, as Receiver for Washington Mutual Bank</i> ) (Ledgerwood, Garrett) (Entered: 09/23/2021)
09/29/2021	<u>89</u>	ORDER granting FDIC's <u>85</u> Motion to Withdraw as Attorney ( <i>Teresa H. Pearson for Federal Deposit Insurance Corporation, as Receiver for Washington Mutual Bank</i> ). Signed by Judge Robert S. Lasnik. (LH) (Entered: 09/29/2021)
09/29/2021	<u>90</u>	NOTICE to Withdraw Pending Motion re <u>83</u> MOTION for Summary Judgment ; by Defendant Federal Deposit Insurance Corporation. (Ledgerwood, Garrett) (Entered: 09/29/2021)
10/07/2021	<u>91</u>	MOTION for Summary Judgment , filed by Defendant Federal Deposit Insurance Corporation. (Attachments: # <u>1</u> Grieser Declaration) Noting Date 11/26/2021 <del>11/19/2021</del> <del>11/5/2021</del> , (Ledgerwood, Garrett) Modified noting date on 10/26/2021 (LH). Modified noting date on 11/9/2021 (LH). (Entered: 10/07/2021)
10/25/2021	<u>92</u>	NOTICE that the following is RE-NOTED: <u>91</u> MOTION for Summary Judgment . Filed by Defendant Federal Deposit Insurance Corporation. Noting Date 11/19/2021, (Ledgerwood, Garrett) (Entered: 10/25/2021)
11/02/2021	<u>93</u>	Stipulated MOTION to Extend the Discovery Deadlines, filed by Plaintiff Steven Kneizys. Noted by Clerk for 11/2/2021. (LH) (Entered: 11/02/2021)
11/03/2021	<u>94</u>	AMENDED ORDER SETTING TRIAL DATE AND RELATED DATES; Length of Trial: 2-3 days. Bench Trial is set for 4/4/2022 at 9:00 AM in Courtroom 15106 before Judge Robert S. Lasnik. Discovery completed by 12/6/2021, Attorney settlement conference to be held by 12/20/2021, Dispositive motions due by 1/4/2022, Motions in Limine due by 3/7/2022, Pretrial Order due by 3/23/2022, Trial briefs and trial exhibits to be submitted by 3/30/2022, by Judge Robert S. Lasnik. (cc: Plaintiff via U.S. Mail) (KERR) (Entered: 11/03/2021)
11/08/2021	<u>95</u>	NOTICE that the following is RE-NOTED: <u>91</u> MOTION for Summary Judgment . Filed by Defendant Federal Deposit Insurance Corporation. Noting Date 11/26/2021, (Ledgerwood, Garrett) (Entered: 11/08/2021)
11/29/2021	<u>96</u>	MOTION to Re-Note and Accept a Re-Filing of Response re <u>91</u> MOTION for Summary Judgment, filed by Plaintiff Steven Kneizys. (Attachments: # <u>1</u> Original Response) Noted by Clerk for 12/17/2021 (LH) (Entered: 11/29/2021)
11/29/2021	<u>97</u>	RESPONSE, by Plaintiff Steven Kneizys, to <u>91</u> MOTION for Summary Judgment . (Attachments: # <u>1</u> Exhibit)(LH) (Entered: 11/29/2021)
11/30/2021	<u>98</u>	DECLARATION of Delivery re <u>96</u> MOTION to Re-Note and Accept a Re-Filing of Response re <u>91</u> MOTION for Summary Judgment by Plaintiff Steven Kneizys (LH) (Entered: 11/30/2021)
12/03/2021	<u>99</u>	REPLY, filed by Defendant Federal Deposit Insurance Corporation, TO

		RESPONSE to <u>91</u> MOTION for Summary Judgment (Ledgerwood, Garrett) (Entered: 12/03/2021)
12/08/2021	<u>100</u>	MOTION to Join a Party and to Modify Scheduling Order, filed by Plaintiff Steven Kneizys. (Attachments: # <u>1</u> Exhibit 1, # <u>2</u> Exhibit 2) Noted by Clerk for 12/24/2021. (LH) (Entered: 12/08/2021)
12/20/2021	<u>101</u>	RESPONSE, by Defendant Federal Deposit Insurance Corporation, to <u>100</u> MOTION to Join a Party and to Modify Scheduling Order. (Ledgerwood, Garrett) (Entered: 12/20/2021)
12/27/2021	<u>103</u>	REPLY, filed by Plaintiff Steven Kneizys, TO RESPONSE to <u>100</u> MOTION to Join a Party and to Modify Scheduling Order. (LH) (Received for docketing on 1/3/2022 due to inclement weather) (Entered: 01/03/2022)
01/03/2022	<u>102</u>	ORDER denying <u>100</u> Motion to Join a Party and to Modify Scheduling Order. Signed by Judge Robert S. Lasnik. (LH) (cc: Plaintiff via US mail) (Entered: 01/03/2022)
01/03/2022	<u>104</u>	DECLARATION of Delivery re <u>103</u> Reply to Response to Motion by Plaintiff Steven Kneizys. (LH) (Entered: 01/03/2022)
01/04/2022	<u>105</u>	AMENDED <u>102</u> ORDER denying Plaintiff's <u>100</u> Motion to Join a Party and to Modify Scheduling Order. Signed by Judge Robert S. Lasnik. (LH) (cc: Plaintiff via US mail) (Entered: 01/04/2022)
03/21/2022	<u>106</u>	ORDER granting in part FDIC-Receiver's <u>91</u> Motion for Summary Judgment and Certifying the Question to the Maine Supreme Judicial Court. Signed by Judge Robert S. Lasnik. (LH) (cc: Plaintiff via US mail; Maine Supreme Judicial Court, on 3/22/2022) Modified on 3/21/2022 to indicate mail-out to Plaintiff (LH). (Entered: 03/21/2022)
04/02/2022	<u>107</u>	Procedural Order re Maine Supreme Court case Fed-22-73, re <u>106</u> Order Certifying Question, filed by Interested Party State of Maine, Supreme Judicial Court. (LH) (cc: Copy of dkt <u>6</u> , including exhibits, to Maine Supreme Clerk via email) (Entered: 04/04/2022)
04/02/2022	<u>108</u>	NOTICE of Briefing Schedule re Maine Supreme Court case Fed-22-73, re <u>107</u> Procedural Order; filed by Interested Party State of Maine, Supreme Judicial Court. (LH) (Entered: 04/04/2022)
04/26/2022	<u>109</u>	ORDER Staying Case and Removing Case From Active Caseload by Judge Robert S. Lasnik. (LH) (cc: Plaintiff via US mail) (Entered: 04/26/2022)

PACER Service Center			
Transaction Receipt			
05/15/2022 15:04:39			
PACER Login:	skneizys	Client Code:	
Description:	Docket Report	Search Criteria:	2:20-cv-01402-RSL
Billable Pages:	9	Cost:	0.90

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

STEVEN KNEIZYS,

Plaintiff,

v.

FEDERAL DEPOSIT INSURANCE  
CORPORATION, *et al.*,

Defendants.

NO. C20-1402RSL

ORDER GRANTING IN PART  
FDIC-RECEIVER'S MOTION FOR  
SUMMARY JUDGMENT AND  
CERTIFYING QUESTION TO THE  
MAINE SUPREME JUDICIAL  
COURT

This matter comes before the Court on "Defendant FDIC-Receiver's Motion for Summary Judgment." Dkt. # 91. The Court hereby GRANTS plaintiff's request that the motion be renoted and that his opposition (Dkt. # 97) be considered.

Summary judgment is appropriate when, viewing the facts in the light most favorable to the nonmoving party, there is no genuine issue of material fact that would preclude the entry of judgment as a matter of law. The party seeking summary dismissal of the case "bears the initial responsibility of informing the district court of the basis for its motion" (*Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986)) and "citing to particular parts of materials in the record" that show the absence of a genuine issue of material fact (Fed. R. Civ. P. 56(c)). Once the moving party has satisfied its burden, it is entitled to summary judgment if the non-moving party fails to designate "specific facts showing that there is a genuine issue for trial." *Celotex Corp.*, 477 U.S.

ORDER REGARDING FDIC-RECEIVER'S  
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at 324. The Court will “view the evidence in the light most favorable to the nonmoving party . . . and draw all reasonable inferences in that party’s favor.” *Colony Cove Props., LLC v. City of Carson*, 888 F.3d 445, 450 (9th Cir. 2018). Although the Court must reserve for the trier of fact genuine issues regarding credibility, the weight of the evidence, and legitimate inferences, the “mere existence of a scintilla of evidence in support of the non-moving party’s position will be insufficient” to avoid judgment. *City of Pomona v. SQM N. Am. Corp.*, 750 F.3d 1036, 1049 (9th Cir. 2014); *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 252 (1986). Factual disputes whose resolution would not affect the outcome of the suit are irrelevant to the consideration of a motion for summary judgment. *S. Cal. Darts Ass’n v. Zaffina*, 762 F.3d 921, 925 (9th Cir. 2014). In other words, summary judgment should be granted where the nonmoving party fails to offer evidence from which a reasonable fact finder could return a verdict in its favor. *Singh v. Am. Honda Fin. Corp.*, 925 F.3d 1053, 1071 (9th Cir. 2019).

Having reviewed the memoranda submitted by the parties and the declaration and exhibits submitted by defendant<sup>1</sup> and taking the evidence in the light most favorable to plaintiff, the Court finds as follows:

As described in the Court’s earlier order:

Plaintiff alleges that, prior to 1997, Alfreda Morrison came to be the sole owner of four contiguous parcels of land in Baileyville, Maine, identified for tax purposes as Parcels A, B, C, and D. Only Parcel A had a structure on it. Dkt. # 1-4 at 60-61. Plaintiff further alleges that, by operation of a local ordinance and based on the above-stated facts, the four parcels were merged into one on October 1, 1997.

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<sup>1</sup> Plaintiff did not offer a declaration or authenticated documents in response to the FDIC’s motion. This matter can be decided on the papers submitted. Plaintiff’s request for oral argument is DENIED.

1 When Alfreda Morrison borrowed money in 2000, the property mortgaged to  
2 secure the loan was described as Lot 11, a/k/a Parcel A. When Washington  
3 Mutual, successor in interest to the original lender, foreclosed on the property in  
4 2005, it transferred title to Lot 11 to itself. Dkt. # 1-5 at 38-39. Shortly thereafter,  
5 the bank purported to transfer to Joyce M. Earle (a/k/a Joyce M. Lizotte) “the same  
6 premises conveyed to GRANTOR herein” through the 2000 deed, but described  
7 the property as Parcels 1, 2, and 3, which appear to match the descriptions of  
8 Parcels A, C, and D. Dkt. # 1-2 at 26-28. Joyce Lizotte’s mortgage on the  
9 property, which identified Lot 11 as the collateral, was foreclosed in 2014.  
10 Plaintiff asserts that the foreclosure was only as to Lot 11 (Dkt. # 1-2 at 29) and  
11 that he purchased Lot 11 from the bank in June 2015 (Dkt. # 1-2 at 36-38).  
12 Plaintiff subsequently obtained transfers of whatever interest Joyce Lizotte had in  
13 Parcels A, B, C, and D. Dkt. # 1-2 at 29-35.

14 Approximately three years before plaintiff’s purchase, the heirs of Alfreda  
15 Morrison were notified that they still had an interest in Parcels C and D and agreed  
16 to sell that interest to Alton G. Bohanon. Dkt. # 1-2 at 83-85. Upon Alton  
17 Bohanon’s death, the property went to his son, defendant James Bohanon, who  
18 subsequently transferred Parcels C and D to defendants James and Vicki  
19 McLaughlin. Dkt. # 1-3 at 2-10.

20 Upon learning of the second chain of title, plaintiff filed suit in Maine Superior  
21 Court arguing that he had been injured by either the Town of Baileyville’s  
22 inconsistent application of its merger ordinance or the party who requested that the  
23 merger ordinance not apply to Alfreda Morrison’s property (presumably Alton  
24 Bohanon). Dkt. # 1-4 at 6-7. Plaintiff sought to quiet title to Parcels A, B, C, and D  
25 based on the same allegations and evidence presented here. In May 2017, the  
26 Superior Court entered summary judgment against plaintiff, finding that Alfreda  
27 Morrison had mortgaged only Lot 11/Parcel A and that, regardless of the merger  
28 ordinance, it was “not compulsory that upon entering mortgage lending  
arrangements that all of the residential property owned by a borrower be  
conveyed.” Dkt. # 1-4 at 62-63.\* Thus, plaintiff acquired title only to Parcel A out  
of Joyce Lizotte’s foreclosure and acquired title to Parcel B through a separate  
conveyance from the heirs of Alfreda Morrison. The Superior Court found that  
Parcels C and D are owned by the McLaughlins or their successors. Dkt. # 1-4 at  
63.

\*The court noted that granting a mortgage on less than the entirety of a single tax parcel may constitute an unlawful subdivision and compromise the value of the property, but it does not affect the title analysis. Dkt. # 1-4 at 63.

In 2018, plaintiff filed a general unsecured claim against the assets of Washington Mutual Bank, which by that time had been put into a receivership with the Federal Deposit Insurance Corporation (“FDIC”) succeeding to all the rights, titles, powers, and privileges of the bank. The FDIC determined that plaintiff’s claim was not proven to its satisfaction. The claim was disallowed, and plaintiff filed this lawsuit in Nevada to challenge the determination. Plaintiff sued not only the FDIC, but also the heirs of Alfreda Morrison and the heirs and successors of Alton Bohanon. Plaintiff alleges that defendants conveyed to him an unmarketable property in breach of various warranties and seeks to reform the original mortgage instrument and quiet title in favor of himself.

Dkt. # 69 at 4-6. In his dispute with the FDIC, plaintiff argues that he has been harmed by Washington Mutual’s attempt to convey more property to Joyce Lizotte than it had foreclosed upon and seeks to hold the FDIC, as Receiver for Washington Mutual, liable for the losses arising from that error.<sup>2</sup> Plaintiff alleges that Washington Mutual breached express and implied

<sup>2</sup> In the alternative, plaintiff argues that Washington Mutual’s predecessor incorrectly described the mortgaged property when it loaned money to Alfreda Morrison in 2000 and that the FDIC must therefore reform the original mortgage so that it will be in a position to defend the subsequent conveyance to Joyce Lizotte. In essence, plaintiff wants the 2000 mortgage rewritten to identify not only Parcel A, but also Parcels C and D, as collateral for the loan.

Plaintiff’s theory is that the merger ordinance prevented Morrison from using only part of her property as collateral and that the parties were therefore operating under a mutual mistake when they identified only Parcel A as collateral. Under Maine law, however, there is no legal defect in the original mortgage between Alfreda Morrison and Washington Mutual’s predecessor: the Maine courts have already determined that, despite the merger ordinance, it was “not compulsory that upon entering mortgage lending arrangements that all of the residential property owned by a borrower be conveyed” (Dkt. # 1-4 at 62-63) and that Morrison had, in fact, mortgaged only Parcel A. Because plaintiff offers no evidence of a mutual mistake other than his own incorrect understanding of the legal impact of the merger ordinance, there is no grounds for a reformation of that mortgage. This is especially true where the Court’s exercise of equitable powers in plaintiff’s favor would prejudice the rights of others with an interest in the property, such as the Bohanons and McLaughlins. *See In re Pribish*, 25 B.R. 403, 404

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MOTION FOR SUMMARY JUDGMENT - 4

1 covenants or warranties owed to Joyce Lizotte and her successors and seeks damages for the  
2 breach and/or reformation and declaratory relief that retroactively validates Washington  
3 Mutual's representation that it was conveying Parcels A, C, and D to Joyce Lizotte.

4  
5 The FDIC first learned that plaintiff might have a claim against the Washington Mutual  
6 receivership estate in September 2018. Dkt. # 91-1 at ¶ 3 and 20. It sent plaintiff notice  
7 regarding the need to submit a Proof of Claim Form and, because the bar deadline for claims  
8 against the receivership estate had already passed, to show that he did not know that a receiver  
9 had been appointed in time to file a timely claim. Dkt. # 91-1 at 4-5. Plaintiff submitted a proof  
10 of claim and various exhibits and requested that the FDIC apply its procedures for handling  
11 claims that arose after the deadline for making claims had passed. Dkt. # 19-1 at ¶ 5 and 18. He  
12 urged the FDIC to pursue equitable relief that would validate the warranty deed Washington  
13 Mutual had granted to Joyce Lizotte (thereby delivering Parcels C and D to him) or, if the FDIC  
14 declined to stand by the warranties, to pay the costs and expenses plaintiff incurred in defending  
15 the title plus the difference between the value of the entire property versus just parcels A and B.  
16 Dkt. # 91-1 at 19. The FDIC declined to take legal action to reclaim parcels of land on plaintiff's  
17 behalf, but requested additional information to support plaintiff's claim for \$95,000 in damages,  
18 in particular the value of the parcels as of 2017 when they were "lost" as a result of the decision  
19 of the Maine court that evicted plaintiff from the property. Dkt. # 91-1 at 419. The FDIC  
20 acknowledged that "there is evidence to show misgivings were caused by the erroneous transfer  
21 of Parcels C & D by WaMu before [plaintiff's] acquisition of the property," and hoped the  
22  
23  
24

25  
26 (Bankr. D. Me. 1982). Plaintiff's demand that the FDIC reform the 2000 mortgage documents to grant  
27 Washington Mutual's predecessor a greater interest than it actually held just so that Washington  
28 Mutual's subsequent representations could be validated fails as a matter of law.

ORDER REGARDING FDIC-RECEIVER'S  
MOTION FOR SUMMARY JUDGMENT - 5



parties could avoid unnecessary litigation and delay through a properly supported damages claim. Dkt. # 91-1 at 421. In response, plaintiff relied on his previous “estimate/guess” regarding the value of his loss, declined to provide the requested appraisal, provided suggestions regarding valuation parameters, and proposed that the best course of action might be for him to file a suit for reformation of the warranty deed between Alfreda Morrison and Washington Mutual’s predecessor. Dkt. # 91-1 at 423-24. The FDIC disallowed the claim, finding that plaintiff had failed to prove his claim against the receivership. Dkt. # 91-1 at 427.

#### **A. Breach of Warranty Claims**

Plaintiff’s breach of warranty claims are based on the “Warranty Deed” Washington Mutual provided to Joyce Lizotte in 2006. Dkt. # 91-1 at 105-06. The FDIC argues that there are, in fact, no warranties in the “Warranty Deed” under Maine law, citing the Short Form Deeds Act, 33 M.R.S. § 761 *et seq.*<sup>3</sup> Plaintiff, for his part, argues that use of the phrase “Warranty Deed” in the title of the conveyance document gives rise to the full panoply of warranties and covenants known at law.<sup>4</sup>

The Short Form Deeds Act identifies phrases that, when used in real estate documents, automatically incorporate certain promises into the instrument. The purpose of the statute is to

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<sup>3</sup> Plaintiff asserts that this argument is an unpled affirmative defenses. The existence of a warranty is an element of plaintiff’s claim, however, and the FDIC is simply denying plaintiff’s factual allegation. An affirmative defense, on the other hand, would admit the existence of a warranty and its breach, but allege the existence of other facts that avoid or negate liability.

<sup>4</sup> To the extent plaintiff argues that the use of the phrase “Warranty Deed” on the Lizotte conveyance document was a negligent misrepresentation or a fraud, no such claim is asserted in the Amended Complaint, and he cannot add a new claim in response to a motion for summary judgment. Even if plaintiff were given leave to further amend his complaint to add a negligent misrepresentation or fraud claim, it was not included in his proof of claim against the receivership estate. Having failed to give the Receiver an opportunity to determine whether to allow or disallow the claim, this Court would lack jurisdiction to consider it. 12 U.S.C. § 1821(d).

1 “avoid[] the unnecessary use of words in deeds or other instruments relating to real estate.” 33  
2 M.R.S. § 762. The Act does not require that the statutory short forms set forth in 33 M.R.S.  
3 § 775 be used verbatim, but instead provides that the forms “may be altered as circumstances  
4 require” (33 M.R.S. § 761) and that “whether the statutory short form or other forms are used,  
5 the rules and definitions contained in sections 763 to 774 shall apply . . .” (33 M.R.S. § 762).  
6 Under both § 763 and § 764, the phrase that triggers incorporation under the Act is “warranty  
7 covenants:” its use in the statutory short form (33 M.R.S. §§ 763 and 775) and in other  
8 instruments conveying real estate (33 M.R.S. § 764) has the force and effect of covenants that  
9 the grantor was lawfully seized of the premises, that the property is free of encumbrances, that  
10 the grantor has the right to sell and convey the property, and that the grantor and his or her heirs  
11 “will warrant and defend the same to the grantee, his heirs and assigns forever, against the  
12 lawful claims and demands of all persons” (33 M.R.S. § 763; *see also* 33 M.R.S. § 764). The  
13 form of deed Washington Mutual used to convey property to Joyce Lizotte does not contain the  
14 phrase “warranty covenants.” Neither party provides, and the Court has not found, any case law  
15 or other Maine authority interpreting a deed such as this, where the document is entitled  
16 “Warranty Deed” but contains neither an express warranty nor the short form “warranty  
17 covenants” language.  
18  
19  
20

21 Where federal litigation involves determinative questions of state law and there is no  
22 clear controlling precedent, the Court may certify such questions to the Maine Supreme Judicial  
23 Court sitting as the Law Court for instructions. Me. R. App. P. 25(a); 4 M.R.S. § 57. Plaintiff  
24 points out that the real estate instrument to Joyce Lizotte is, in fact, a “Warranty Deed” and  
25 argues that some warranty is therefore implied, even if not expressly stated. The FDIC, on the  
26  
27

1 other hand, argues that without the magic words “warranty covenants,” the “Warranty Deed” is  
2 nothing more than a quitclaim deed that transferred whatever interest Washington Mutual had in  
3 the property to Joyce Lizotte, without any warranty that Washington Mutual actually owned an  
4 interest in the property or that its title was free and clear. This is a matter of some importance to  
5 the real property records of the State of Maine and should be decided in the first instance by its  
6 highest court.  
7

8         The undersigned therefore certifies the questions of whether, under Maine law, any  
9 warranty is implied by the use of the term “Warranty Deed” to describe an instrument which  
10 “grants . . . real property with the buildings and improvements thereon . . . being the same  
11 premises conveyed to GRANTOR” by prior deed (Dkt. # 91-1 at 105) and, if so, which warranty  
12 or warranties are implied. The undersigned respectfully requests the Law Court to provide  
13 instructions concerning such questions of state law pursuant to 4 M.R.S. § 57 and Rule 25 of the  
14 Maine Rules of Appellate Procedure. In accordance with Maine Rule of Appellate Procedure  
15 25(b), the Court respectfully suggests that the FDIC-Receiver be treated as the appellant before  
16 the Maine Supreme Judicial Court sitting as the Law Court.  
17

18         The Clerk of Court is hereby directed to cause twelve (12) copies of this Order to be  
19 certified, under official seal, to the Maine Supreme Judicial Court sitting as the Law Court. It is  
20 further ordered that the Clerk of this Court be, and is hereby, authorized and directed to provide,  
21 without any cost, to the Law Court, upon written request of the Chief Justice or the Clerk  
22 thereof, copies of any and all filings of the parties herein and of the docket sheets pertaining to  
23 this case.  
24  
25  
26  
27

28 ORDER REGARDING FDIC-RECEIVER’S  
MOTION FOR SUMMARY JUDGMENT - 8

**B. Statute of Limitation**

The FDIC asserts that, even if Washington Mutual impliedly warranted its ownership of Parcels C and D and breached that warranty, plaintiff's warranty claims are time-barred. In Maine, "[t]he statute of limitations for civil actions is six years, 14 M.R.S. § 752 (2006), unless another statute provides otherwise." *Dowling v. Salewski*, 926 A.2d 193, 196 (Me. 2007). The FDIC contends that the six-year civil statute of limitations bars plaintiff's warranty claim because the cause of action accrued upon the delivery of the deed, which occurred more than six years prior to the filing of this action. Dkt. # 91 at 8-9. Plaintiff argues (a) that his claims were timely brought because the deed is a "sealed instrument" that is subject to a twenty-year statute of limitations under 14 M.R.S. § 751 and (b) that the warranty was breached in 2017 when he was evicted from the property, not in 2006 when the deed was created. Dkt. # 97 at 15-16. *Lloyd v. Estate of Robbins*, 997 A.2d 733, 738-39 (Me. 2010), offers support for plaintiff's first argument. The Supreme Court of Maine noted that "under seal" is a term of art with a lengthy history and multiple potential meanings. *Id.* at 738. In that case, the word "SEAL" was printed next to the seal of a notary public: no other seal or reference to a seal was found in the deed. *Id.* at 736. The court determined "that for a document to be 'under seal,' the seal must be that of the signer of the instrument," not the notary public. *Id.* at 739. Under Maine law, "[a] recital that such instrument is . . . given under the hand and seal of the person signing the same . . . shall be sufficient to give such instrument the legal effect of a sealed instrument without the addition of any seal of wax, paper or other substance or any semblance of a seal by scroll, impression or otherwise." Washington Mutual's representative signed the Warranty Deed to Joyce Lizotte following the statement "Witness my hand and seal this 21 day of Sept, 2006." The more

specific statute of limitation - 14 M.R.S. § 751 - therefore provides the applicable limitations period in this case, and plaintiff's breach of warranty claim is timely regardless whether the cause of action arose in 2006 or in 2017.<sup>6</sup>

### C. Reformation

Plaintiff seeks reformation of the original mortgage from Alfreda Morrison to Washington Mutual's predecessor, North American Mortgage Company. The FDIC argues that the Court lacks jurisdiction over this claim because plaintiff failed to properly present it to the FDIC Receiver or to otherwise exhaust his administrative remedies as required by the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 ("FIRREA"), 12 U.S.C. § 1821(d)(13)(D). Plaintiff filed a 14 page claim with 398 pages of exhibits. He mentions reformation a handful of times in the following contexts:

1. While acknowledging that the Maine courts determined that Washington Mutual held a mortgage on only Parcel A, plaintiff argues that the courts did not consider whether equitable relief in the form of reformation would be available to the successors in interest. Plaintiff presented the FDIC with two options: either pursue equitable relief or accept the determination of the Maine courts and pay damages. Dkt. # 91-1 at 18.

2. Representing that the successors of Washington Mutual and the FDIC agree that Washington Mutual had a right to acquire all of the parcels it purportedly conveyed to Joyce Lizotte and that the FDIC might need to reform the Alfreda Morrison mortgage deed in order to defend the Lizotte conveyance. Dkt. # 91-1 at 19.

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<sup>6</sup> The FDIC disallowed plaintiff's claim for damages arising from breach of warranty because he failed to substantiate the amount of damages. It did not, however, seek summary judgment on the ground that the disallowance was appropriate, and the Court has not reviewed the FDIC's decision on the merits.

1 In addition, plaintiff repeatedly invites the FDIC to defend the conveyance to Joyce Lizotte.  
2 When these exhortations are read in context, it is clear that he is asking the FDIC to pursue  
3 reformation of the Alfreda Morrison deed to reflect that the mortgage applied to Parcels A, C,  
4 and D. Plaintiff adequately presented his reformation claim to the FDIC, which affirmatively  
5 declined to take legal action to reclaim Parcels C and D for plaintiff's benefit. Dkt. # 91-1 at  
6 421. The Court therefore has jurisdiction to review the declination.  
7

8 Nevertheless, plaintiff's reformation claim fails as a matter of law. As discussed in  
9 footnote 2, however, plaintiff has neither alleged nor shown that there was a legal or factual  
10 mistake in the 2000 instrument which could justify reformation under Maine law. His claim for  
11 reformation is therefore dismissed on the merits.  
12

#### 13 **D. Declaratory Judgment**

14 Plaintiff seeks declarations that the Bohanon and McLaughlin deeds are void and that he  
15 is the sole owner of Parcels A, B, C, and D. The Bohanons and McLaughlins are not before the  
16 Court, however. The FDIC claims no ownership of or interest in the parcels, and plaintiff seeks  
17 no declaration against it. This claim is therefore subject to dismissal.  
18

#### 19 **E. Untimely Claims Against the FDIC-Receiver**

20 The FDIC argues that because plaintiff failed to make a claim prior to December 30, 2008  
21 (the Washington Mutual claims-bar date) or to show that he lacked knowledge of the  
22 appointment of the receiver, the FDIC's denial of plaintiff's claims for damages and/or  
23 reformation was appropriate. Plaintiff's proof of claim made clear, however, that he did not learn  
24 of the misrepresentation in the 2006 deed until after he purchased the property in 2015, and he  
25 did not have a claim until he was evicted from Parcels C and D in 2017. Plaintiff expressly  
26

1 argued that enforcement of the bar date against claims that had not yet arisen would raise  
2 constitutional issues and requested that the FDIC implement its internal policies related to claims  
3 arising after the bar date. *See LNV Corp. v. Outsource Servs. Mgmt., LLC*, 869 F.3d 662, 669-70  
4 (8th Cir. 2017) (gathering cases discussing the FDIC’s guidelines construing “the pivotal  
5 statutory bar-date exception in subsection 1821(d)(5)(C)(ii)—“the claimant did not receive  
6 notice of the appointment of the receiver in time to file such claim before [the bar] date”—as  
7 permitting late filing even by claimants who were on notice of FDIC’s appointment [as receiver]  
8 but could not file their claim because it did not come into existence until after the bar date  
9 prescribed in subsections 1821(d)(3)(B)(i) and 1821(d)(5)(C)(i)”) (quoting *Heno v. FDIC*, 20  
10 F.3d 1204, 1209 (1st Cir. 1994)).  
11  
12

13 The FDIC credited plaintiff’s assertions regarding the accrual of his cause of action,  
14 raising no concerns regarding the timeliness of plaintiff’s claims and recognizing that his loss  
15 occurred in June 2017. Having had a full and fair opportunity to consider plaintiff’s claims and  
16 having actually resolved the claims on the merits, the FDIC cannot preclude judicial review  
17 based on the fallacy that there was a failure to exhaust.  
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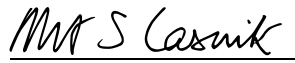
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1 For all of the foregoing reasons, the FDIC's motion for summary judgment is GRANTED  
2 in part. Plaintiff's reformation and declaratory judgment claims are DISMISSED. The Court will  
3 certify questions regarding plaintiff's breach of warranty claims to the Maine Supreme Judicial  
4 Court sitting as the Law Court as set forth in Section A. All remaining case management  
5 deadlines, including the trial date, are hereby STRICKEN.  
6

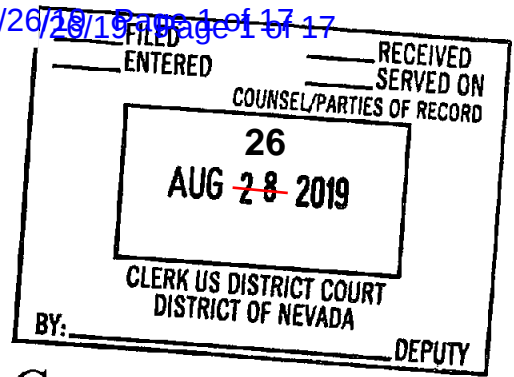
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8 Dated this 21st day of March, 2022.

9 

10 Robert S. Lasnik  
United States District Judge  
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STEVEN KNEIZYS, PLAINTIFF, PRO SE  
 2 MUIRFIELD LANE, LEBANON, NJ 08833  
 (610)256-1396  
 SKNEIZYS@YAHOO.COM



UNITED STATES DISTRICT COURT  
 DISTRICT OF NEVADA

**2:19-cv-01499-GMN-DJA**

Steven Kneizys

Plaintiff

) Jury Trial Demanded

-v-

Federal Deposit Insurance Corporation, as  
 Receiver for Washington Mutual Bank,  
 Henderson, Nevada,  
 Elizabeth Rice,  
 Norman Morrison,  
 Franklin Morrison,  
 James Bohanon,  
 James McLaughlin,  
 Vicki McLaughlin

Defendants

**COMPLAINT FOR:**

- 1) BREACH OF COVENANT OF WARRANTY
- 2) BREACH OF COVENANT OF QUIET ENJOYMENT
- 3) BREACH OF IMPLIED WARRANTY OF MARKETABLE TITLE
- 4) REFORMATION OF TITLE
- 5) DECLARATORY RELIEF

NOW COMES the Plaintiff, Steven Kneizys ("PLAINTIFF"), as a result of the eviction from  
 land in MACSC-RE-2016-13 (Washington County, Maine, Superior Court in Machias), from a

competing claim related to 4 First Avenue, Baileyville, (the four parcels A, B, C and D to be more particularly describe herein,) complaining of the defendants as named above, respectfully alleging, as follows:

**JURISDICTION AND VENUE**

1. This is a Federal Question suit brought under 28 U.S. Code § 1331.
2. The court has Subject Matter Jurisdiction and it is an appropriate venue under 12 U.S. Code § 1821(d)(6), having exhausted administrative remedies under § 1821(d).

**PARTIES**

3. Plaintiff is now, and at all times relevant to the action, a resident of the County of Berks, State of Pennsylvania, with a temporary address of:

Steven Kneizys  
2 Muirfield Lane  
Lebanon, NJ 08833  
(610) 256 1396

Plaintiff is the grantee of property as successor in interest to a Warranty Deed conveyance from Washington Mutual to Joyce Lizotte (a/k/a Joyce Earle; see Exhibit G, and Exhibits H, H-1, and I, where Plaintiff is the grantee).

4. Federal Deposit Insurance Corporation, ("FDIC") as Receiver for Washington Mutual Bank ("WAMU" or "Washington Mutual"), is a named party because of a Mortgage (See Exhibit L,) the subsequent foreclosure (see Exhibit F) and finally the conveyance to Joyce Lizotte (Exhibit G.) Agent for Service within the Dallas Region:<sup>1</sup>

Victoria Dancy  
Regional Counsel  
Federal Deposit Insurance Corporation  
1601 Bryan Street  
Dallas, Texas 75201

---

<sup>1</sup> Information obtained from web site <https://www.fdic.gov/about/contact/agents/index.html>

Attorney General of the United States  
U.S. Department of Justice  
950 Pennsylvania Avenue, NW  
Washington, DC 20530-0001

U.S. Attorney for the District of Nevada  
501 Las Vegas Boulevard South  
Suite 1100  
Las Vegas, NV 89101

5. Elizabeth Rice, a/k/a Betty Rice, birth name Elizabeth Morrison, is, inter alia, heir to Alfreda Morrison who had mortgaged the property (Exhibit L) to Washington Mutual. Her Address is:

Elizabeth Rice  
57 Spring Street  
Calais, ME 04619

6. Brothers Norman Morrison, Jr. and Franklin H. Morrison, are the heirs to Norman R. Morrison Senior (who was the brother of Elizabeth Rice and son of Alfreda and Harold Morrison.) They may both be reached at Elizabeth Rice's Address:

Norman Morrison, Jr	Franklin H Morrison
57 Spring Street	57 Spring Street
Calais, ME 04619	Calais, ME 04619

7. James "Jamie" Bohanon is heir to Alton "Jimmy" Bohanon. Alton, who passed away April 7, 2013, was the purported Grantee to Parcels C and D (see Exhibit R), which are the main parcels in controversy. James Bohanon is named as he is a necessary party to "Deed Reformation" and "Declaratory Relief" as his interests are affected.

James Bohanon  
31 Main St / PO Box 144  
Baileyville, ME 04694

8. James McLaughlin and Vicki McLaughlin, husband and wife, are listed as Grantees (see Exhibit T) to the main parcels in controversy and are thus necessary parties to

“Deed Reformation” and “Declaratory Relief”. Their street address is:

772 Houlton Road (US 1)  
Baileyville, Maine 04694

### **INTRODUCTION AND BASIC FACTS**

9. The property is located at 4 First Avenue, Baileyville, Washington County, Maine. As owned by Alfreda Morrison (see Exhibits A, K) it was collectively known as Map 20, Lot 60, on the Property Map of the Town of Baileyville, Washington County, Maine. The parcels the Tax Assessor carved out into what they are now calling “Map 20, Lot 60A”, are described as follows:

#### **Parcel C:**

A CERTAIN LOT OR PARCEL OF LAND, SPECIFICALLY LOT # 9 AND ALSO LOT #10 ON THE EASTERLY SIDE OF WASHINGTON STREET IN THE VILLAGE OF WOODLAND AS SHOWN ON A PLAN OF THE VILLAGE OF WOODLAND BY WARREN C. LOUD, SURVEYOR, AND FILED IN THE WASHINGTON COUNTY REGISTRY OF DEEDS IN PLAN BOOK NO. 3, INSERT 60.

#### **Parcel D:**

A STRIP OF LAND LOCATED ALONG THE WESTERLY BOUNDARY OF LOT 60, AS SHOWN N THE TAX MAP 20 (BAILEYVILLE TAX MAPS), BEING THE EASTERLY HALF OF THE UNBUILT STREET OR WAY SHOWN ON SAID TAX MAP OF 1977 AS LOT 51, AND SHOWN ON THE WARREN C. LOUD PLAN OF WOODLAND AS PART OF WASHINGTON STREET ALONG LOTS 9, 10 AND 11, BEING 25 FEET IN WIDTH AND 150 FEET IN LENGTH FROM FIRST AVENUE.

Parcels C and D are known as Parcels 2 and 3, respectively, in the conveyance from Washington Mutual to Joyce Lizotte (Exhibit G). The other two parcels that were merged<sup>2</sup> into Tax Map 20, Lot 60 by the Baileyville Land Use Ordinance on October 1, 1997, have the description:

#### **Parcel A:**

LOT OR PARCEL OF LAND, SPECIFICALLY LOT # 11 ON THE EASTERLY SIDE OF WASHINGTON STREET IN THE VILLAGE OF WOODLAND AS SHOWN ON A PLAN OF THE VILLAGE OF WOODLAND BY WARREN C. LOUD, SURVEYOR, AND FILED IN THE WASHINGTON COUNTY REGISTRY OF DEEDS IN PLAN BOOK NO. 3, INSERT 60.

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2 It is possible that only Parcels A, C and D were actually merged, as Parcel B was not specifically listed on the mortgage to St Croix (Exhibit E), thus it was not under “common ownership.” If that were to be done, it would be like adding an ex-post facto covenant to the deed that the grantee could likely never honor as they were never granted that parcel.

**Parcel B:**

A STRIP OF LAND TEN (10) FEET IN WIDTH, RUNNING FROM FIRST AVENUE ACROSS THE REAR OF LOTS 29 AND 31, MAKING SAID STRIP 100 FEET IN LENGTH AND DECREASING LOTS 29 AND 31 TO A DEPTH OF NINETY FEET MEASURED BACK FROM BROADWAY. SAID CREATION OF THE STRIP AND CONVEYANCE OF THE REMAINDER OF LOTS 29 & 31 IS RECORDED IN THE WASHINGTON COUNTY REGISTRY OF DEEDS IN BOOK 774, PAGE 193, DATED SEPTEMBER 29, 1972.

10. To the best of Plaintiff's knowledge, the events occurred in the County of Washington, Maine. All recorded deeds in this complaint were recorded in the Washington County, Maine, Registry of Deeds. All references to Book and Page numbers refer to said registry. All "Old Lot" numbers refer to the lot numbers as shown on the plan of the Village of Woodland made by Warren C. Loud circa 1912 ("Loud Plan"), and filed in said registry in Plan Book No. 3, Insert 60.

11. Parcels A, C and D as described above were listed in the Warranty Deed from Washington Mutual to Joyce Lizotte (Exhibit G dated 9/21/2006) as Parcels 1, 2 and 3, respectively. Plaintiff is the latest grantee of this chain of title through WaMu, however, in MACSC-RE-2016-13 the court found (Exhibit 7, page 2) that

By a deed September 21, 2006, Washington Mutual Bank, F.A. conveyed its interest in the mortgaged property to Joyce M. Earle, a/k/a Joyce M. Lizotte; (PSSMF ¶ 20). The description of the property conveyed included Lot 11 (Parcel A), and also included Parcels C and D, notwithstanding that Parcels C and D were not included in the mortgage from Alfreda to North American Mortgage Company. Id. As only Lot 11 was included in the mortgage, and only Lot 11 had been foreclosed upon, Joyce Lizotte acquired an interest in Lot 11 (Parcel A) only.

12. The vast majority of evidence in this case will come from the public records of the State of Maine, including but not limited to records of the Town of Baileyville, as well as the records filed with/through the Washington County Registry of Deeds. The "Appendix of Complaint Exhibits", Volumes I, II, and III, filed with this complaint is incorporated by reference, and contains the vast majority of the Plaintiff's Exhibits in MACSC-RE-2016-13.

13. The simplified series of events established herein, in roughly this order, are:

- (a) At least 3 of the 4 parcels comprising Tax Map 20, Lot 60, were merged by Baileyville's Land Use Ordinance to create a dimensionally conforming lot under ownership by Alfreda Morrison
- (b) As per subsequent finding of this court (Exhibit 7), just Lot 11 (Parcel A) of Tax Map 20, Lot 60, was sold to Washington Mutual Bank pursuant to a Judgment of Foreclosure and Sale of Alfreda Morrison's mortgage in docket MACSC-RE-2005-8
- (c) Washington Mutual Bank specifically listed three of the four parcels of Tax Map 20 Lot 60 when conveying the property to Joyce Lizotte (Exhibit G)
- (d) People interested in buying 4 First Avenue, see just Lot 11 listed specifically in the foreclosed mortgage with Washington Mutual (Exhibit L) asked the Town of Baileyville for Assistance on Friday, September 7, 2012 (Exhibit DLT-1).
- (e) On 9/8/2018 the town reconfigured the property cards (Exhibit W) and the new account is listed as account "1462".
- (f) This new account got a comment card explaining how it was created (Exhibit DLT-1).
- (g) The Tax Assessor writes a letter (Exhibit X) to attorneys for Joyce Lizotte's bank, explaining how the Tax Assessor's Agent re-interpreted deeds, and how the assessor had switched the property records around due to her re-interpretation of the deeds and events, but failed to mention the town's merger of the lots or at whose request (James Bohanon, see Exhibit DLT-1 top paragraph) she looked into this matter in the first place.
- (h) The heirs of Alfreda Morrison, working with Attorney John Mitchell, agree to sign a deed to Alton Bohanon to clear up the cloud of title provided that said deed is only registered after 1) the main house is first purchased by Alton Bohanon and 2) the Morrison family is paid a substantial amount given that they have been told they own the property in question (\$5000.00) (Exhibits AFF-BR, P, and Q.)
- (i) Attorney John Mitchell got the deed registered for Alton Bohanon, despite the conditions in place, with no consideration given (Exhibits AFF-BR, P, and Q) and without Alton Bohanon purchasing the main house.
- (j) Plaintiff purchased "Lot 11" from BNY Mellon (see Exhibit I), and obtained a quitclaim deed from Joyce Lizotte for all of what was granted by Washington Mutual (Exhibit H).
- (k) Plaintiff purchased Lot B from the Heirs of Alfreda Morrison (Exhibits P and Q)
- (l) Plaintiff's deed to Parcels C and D was upgraded from quitclaim to Warranty Deed – "Special Warranty" (quitclaim with covenants) from Lizotte and assignment of warranty from WaMu (Exhibit H-1)
- (m) Order on Summary Judgment in RE-2016-13 (Exhibit 7), evicted Plaintiff from Parcels C and D.

14. During the deposition of the Baileyville Town Manager Richard Bronson in case MACSC-2015-20 (Exhibit J), it was revealed that the lot mergers occurred if the lots were under

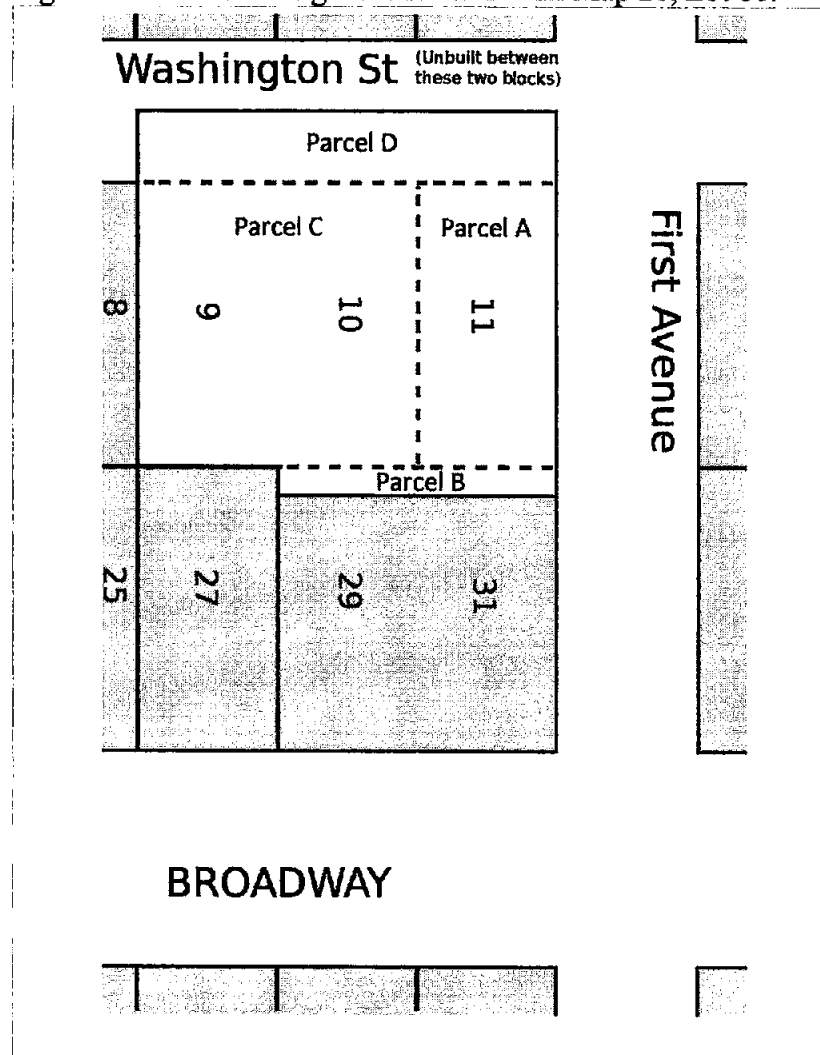
common ownership and further suggested a professional title search be done to confirm this fact. Richard Bronson also confirmed that Exhibit A (the same Exhibit A as in this case) was from the same series of maps as were of file in the Baileyville Offices. The Survey Plan by CES, Exhibit K, was able to confirm this fact, and states the configuration of the property at 4 First Avenue, known as Tax Map 20 Lot 60 under ownership of Alfreda Morrison, matches the depiction of said Lot 60 in Exhibit A.

15. Lot 11, Parcel A, was sold to Washington Mutual Bank pursuant to a Judgment of Foreclosure and Sale of Alfreda Morrison's mortgage in docket MACSC-RE-2005-8. The entire foreclosure appears to have been uncontested from the court records. Exhibit F, the "REPORT OF DISBURSEMENT OF PROCEEDS OF FORECLOSURE SALE" from MACSC-RE-2005-8, shows that Washington Mutual Bank purchased the property on January 24, 2006. Exhibit F also includes the "Affidavit of Publication" with the actual "Notice of Public Sale" that advertised "The property is located at 4 First Avenue, Baileyville, Maine, Tax Map 20, Lot 60."

16. A short history of the Parcels is in order. In 1962, Old Lot 11 was conveyed to Harold and Alfreda Morrison in Book 580 Page 232, and in this complaint it will be referred to as "Parcel A". Over the years three more adjacent parcels were conveyed to them as well. In 1972 "Parcel B", a ten (10) foot wide strip one hundred (100) feet long was created by acquiring the double lot next door on Broadway, and then selling all but that 10 foot strip, see Book 771, Page 151 for the original conveyance of Old Lots 29 & 31, and Book 774, Page 193, for the creation of said strip. In 1973 "Parcel C", Old Lots 9 & 10, were conveyed in Book 795, Page 180. In 1980 they are conveyed "Parcel D", which consists of one-half of the Unbuilt Washington Street along Old Lots 9, 10, 11 (lot 25 feet wide, 150 feet long) by the Town of Baileyville in Book 2056, Page 103. See Figure 1 for a diagram of these parcels on that block of

First Avenue using the lot number notations of the Loud Plan.

Figure 1. The Four Original Parcels of Tax Map 20, Lot 60.



17. On February 8, 1996, in a Home Equity Mortgage Deed with St Croix in Book 2095, Page 194, Alfreda Morrison, now a widow, indicates the use of the property as a single property conveyed by three deeds. Ownership of the 10ft wide side lot, Parcel B, is not mentioned. In her own words in that deed, Alfreda Morrison declares:

This is the same property conveyed to me by three (3) deeds, the first having been dated May 28th, 1962, recorded at the Washington County Registry of Deeds in Book 582, Page 33, the second dated May 2nd, 1973, recorded in said Registry in Book 795, Page 180, and the third is dated February 22nd, 1980, to be recorded in said Registry.



18. The Baileyville, Me., Land Use Regulation Ordinance (Oct 1, 1997) (Exhibit B), spells out the details of what happened when the ordinance was adopted with regards to lot mergers of undersized lots under common ownership (See Section 2(E), Exhibit B's Page 6.)

19. Alfreda Morrison got a Mortgage from North American Mortgage Co, said mortgage deed dated June 28th, 2000 and recorded in Book 2442, page 183 (Exhibit L, the "foreclosed mortgage"). The legal description on the mortgage subparagraph (A) is that of the base Lot 11, but there were several other inclusion clauses and subparagraphs on the mortgage. This mortgage, a financial instrument that also appears to be signed under seal, contained a general warranty as well as a promise there were no undisclosed encumbrances. The encumbrance of the Lot Mergers does not appear to have been disclosed to WaMu, and by Exhibit J (deposition pages 12-13) the town had no idea as of the deposition as to whether or not the merger had occurred. This mortgage was foreclosed as revealed in said Registry of Deeds Book 3107, Page 221 (judgment entered on 08/30/05 and the appeal process expired 01/27/06, see Exhibit F). WaMu then conveyed Parcels A, C and D to Joyce Lizotte (Exhibit G.)

20. Plaintiff was granted Parcels C and D by Joyce Lizotte by deeds included herein as Exhibits H and H-1, and Parcel A (Lot 11, see Exhibit I) by BNY Mellon. Therefore, plaintiff is now the current "remote" grantee for all three parcels granted by WaMu's Warranty Deed to Joyce Lizotte either through her directly or under her grantee BNY Mellon (through foreclosure.)

**Procedural History related to Plaintiff's Chain of Title**

21. Washington Mutual Bank foreclosed on Alfreda Morrison's mortgage in Washington County (in MACHias, Maine) Super Court Docket MACSC-RE-2005-8 (and subsequently conveyed to Joyce Lizotte, see Exhibit G.)

22. Bank of NY Mellon foreclosed on Joyce Lizotte in Washington County District

Court in Calais, District Court Docket RE-2012-8 (and subsequently conveyed to Plaintiff Steven Kneizys, see Exhibit I.)

23. Plaintiff sought to Quiet Title on just Parcel B in MACSC-RE-2015-20, naming JP Morgan Chase Bank, NA, (“Chase”) as defendant and also served Elizabeth Rice, Norman Morrison Jr, and Franklin Morrison (Heirs of Alfreda Morrison). Heirs conveyed any interest (Exhibits P and Q.) Chase waived Subject Matter Jurisdiction of 12 U.S. Code § 1821(d), and after putting in a disclaimer to Parcel B the case was dismissed by Joint Stipulation.

24. Plaintiff sought to assert title to Parcels A, B, C and D in MACSC-RE-2016-13, but only successfully asserted title to Parcels A and B.

25. Plaintiff appealed MACSC-RE-2016-13 to the Maine Supreme Judicial Court, as the trial court ruling declared the heirs not to be parties (despite having been served, answered, and having been part of the Motion to Join Parties, Exhibit 3.) Also, there was Declaratory relief regarding the activities of Washington Mutual and they were not a party. The Supreme Judicial Court, docket Was-17-269, affirmed the trial court ruling in Memo of Decision Mem 18-4.

26. Plaintiff named Chase as defendant in MACSC-RE-2018-6 as a result of the eviction in MACSC-RE-2016-13 (for, inter alia, Breach of Covenants of Warranty and Quiet Enjoyment,) but this time they filed an MTD based on Subject Matter Jurisdiction of 12 U.S. Code § 1821(d). Days later the Plaintiff converted the claim to a FIRREA claim with the FDIC (“REQUEST NUMBER: 2010980900” received by the FDIC on September 10, 2018), and dismissed the State action with Chase without prejudice by Stipulation before an answer to the complaint was submitted. The Plaintiff and defendant FDIC were unable to successfully find a path to a resolution in this matter, and the FIRREA claim's extension of time expired June 28, 2019 (confirmed by letter from the FDIC to Plaintiff dated June 27, 2019.)

**FIRST AND SECOND CAUSES OF ACTION**  
**BREACH OF COVENANT OF WARRANTY**  
**BREACH OF COVENANT OF QUIET ENJOYMENT**

27. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

28. There are a variety of personal covenants and future covenants that a Warranty Deed conveys.<sup>3</sup> The Maine Supreme Judicial Court stated in *Lloyd v. Estate of Robbins*, 2010 ME 59, ¶ 20-21, 997 A.2d 733:

[¶ 20] The covenants of warranty and quiet enjoyment are usually considered together. Creteau, *Maine Real Estate Law* 191. They represent that the grantee will enjoy the premises without disturbance and that the grantor will warrant and defend the premises against all lawful claims by third persons.....

[¶ 21] Because these covenants run with the land, the common law required a grantee to prove eviction in order to recover for breach of the covenants. ...

Plaintiff was unable to obtain exclusive possession of Parcels C and D, and was formally evicted by the decision in MACSC-RE-2016-13 (See Exhibit 7) that found the McLaughlins (claiming Parcels C and D under the heirs of Alfreda Morrison, whose mortgage for Parcel A WaMu foreclosed on) had superior title as a matter of law.

29. There can be no quiet possession and enjoyment of Parcel A (Lot 11, with the house) because of the Lot Merger. Now that it is non-conforming (at 5000 sq ft, minimum of 10,000 needed, see Exhibit B Page 5 Section 2 et seq.), the only way it could be used is by either including the other parcels that were merged or by a variance. A variance, however, is not possible, as State Law 30-A M.R.S.A §4353 4-C and The Local Land Use Ordinance, Exhibit B Page 25 Section 7(H)(2)(c)(2)(c), appear to make a variance inapplicable. Clearly, if only Lot 11 (Parcel A) was conveyed to WaMu, this entire problem is a result of this conveyance (Exhibit L),

<sup>3</sup> “The covenant of seisin, the covenant of the right to convey, the covenant of warranty, the covenant of quiet enjoyment, and the warranty of freedom from encumbrances accompany every warranty deed...”, *McCormick v. Crane*, 2012 ME 20, ¶ 6, 37 A.3d 295

and practically may only be solved by some kind of reformation of that deed for there to ever be quiet enjoyment of the property.

30. The Heirs of Alfreda Morrison, if they knew that Parcels C and D were encumbered by the Land Use Ordinance or that it was the intention and belief of themselves or Alfreda Morrison that all Parcels were part of the mortgage, then it would be a potential tort for them to independently convey them to anyone who was not owner of Lot 11. The opposite appears to be the case – it appears they were trying to keep the parcels together when they were working on the Deed to convey to Alton Bohanon (Exhibit R.) In addition to their averement in Exhibits P (pg 2, para 2) and Q (pg 2 para 5) that the parcels went together in the foreclosure sale to WaMu, Elizabeth Rice also goes into detail (Exhibit AFF-BR) about how the deed (Exhibit R) to Alton Bohanon was never paid for and never released for recording. They are, from Plaintiff's perspective, cooperating with defending the General Warranty of Alfreda Morrison in Exhibit L (pg 2 second to last paragraph,) but a little bit more work remains to be done.

31. WaMu obviously also believed they owned Parcels C and D when they conveyed them to Joyce Lizotte in Exhibit G via Warranty Deed. Plaintiff is the “remote grantee” not only of Alfreda Morrison's General Warranty but that of WaMu in Exhibit G via conveyance from Lizotte to Plaintiff in Exhibits H and H-1

**THIRD CAUSE OF ACTION**  
**BREACH OF IMPLIED WARRANTY OF MARKETABILITY OF TITLE**

32. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

33. The cloud of title over the parcels, the eviction in MACSC-RE-2016-13, and the continuing questions of usability of the property (and thus it's Merchantability), make it unmarketable. See *Gauthier v. Gerrish*, 116 A.3d 461 (2015), 2015 ME 60, ¶ 13, citing

*Depositors Trust Co. v. Bruneau*, 144 Me. 142, 14647, 66 A.2d 86 (1949) ("Every vendor in the absence of provision otherwise in the contract, impliedly contracts to tender a marketable title.")

**FOURTH CAUSE OF ACTION**  
**DEED REFORMATION**

34. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

35. As per above, it is obvious that WaMu believed it owned Parcels C and D. Elizabeth Rice avers that her mother had a similar belief, see Exhibit DEP-ER (Exhibit page 5, deposition page 7 line 24 to deposition page 8 line 13, discussing Alfreda Morrison's foreclosure sale.) This is a statement against interest, since Alton Bohanon never paid for the deed (as described in Exhibit AFF-BR regarding Exhibit R) it would be in the Morrison family's financial interest to seek to collect \$5000 rather than supporting Plaintiff in this matter. In addition, the heirs step into the shoes of the late Alfreda Morrison.

36. Exhibit R clearly points out that WaMu had declared an interest in Parcels C and D, there can be no grantees in interest who are purchasers in good faith without knowledge of the prior claim for those parcels. With both sides to Exhibit L, the FDIC for WaMU, and the heirs of Alfreda Morrison (her daughter Elizabeth Rice and her grandson's Norman Morrison Jr and Franklin Morrison) joined as parties to the action, it is now ripe for Deed Reformation.

**FIFTH CAUSE OF ACTION**  
**DECLARATORY RELIEF**

37. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

38. Defendant James Bohanon was involved with the original acquisition of Parcels C and D. He went to the town office to inquire about the property, and that inquiry led to the Town

splitting off Parcels C and D from “Lot 60” to “Lot 60A” (See Exhibit DEP-JB Pg 3 Deposition page 4 lines 9-20 and Exhibit DLT-1 top paragraph.) While agreeing that there was a \$5000 payment that Alton was going to give to Elizabeth Rice (Exhibit DEP-JP, Deposition page 8 Lines 8-13) he refutes that it was due before recording. He also refutes Betty Rice's claim that there was no payment, instead he claims that because Alton Bohanon scratched off gambling debts<sup>4</sup> from the book James Bohanon had at the house. Either way, unpaid for or Alton Bohanon and his agents just helping themselves to the deed (Exhibit R) is unlawful.

39. It is true that if WaMu and Alfreda Morrison had not mutually made the mistake of not sufficiently describing the the parcels in Exhibit L's property description that we would not be here. It is equally true that if Alton Bohanon and his agents had not helped themselves to the Parcel in question (C & D) that this situation would have already corrected itself through quitclaim deeds (Exhibits P and Q.) If Elizabeth Rice's claims in Exhibit AFF-BR are found by this court to be from a fraud, it affects the FDIC's ability<sup>5</sup>, in the shoes of WaMu, a financial institution, to cure this on its own by simply executing documents to obtain clear title to Parcels C and D which, by Warranty Deed estoppel would cause the parcels to be delivered to Plaintiff. .

40. We know that Alton Bohanon and his agents (attorney John Mitchell and his wife Lorraine Mitchell) helped themselves to the property for several reasons beyond the claim/admission of James Bohanon that he father was collecting a gambling debt. First of all, on there was no probate on Parcels C and D that were inherited from Alfreda Morrison. John Mitchell's law office knows about the Probate Requirement (see 33 M.R.S. § 775 for example)

4 *Id.*, lines 2-3. James Bohanon's attorney actually produced a photocopy of some of these pages that were scratched off, see Exhibit 1, but no scratch-off is visible. Given that gambling is illegal in Maine, and a collection of such a debt is potentially an unlawful debt collection under 18 U.S.C. § 1961 et seq, it is likely that this admission by James Bohanon and follow-up by his attorney did not contemplate that this matter would be going before a Federal Court.

5 18 U.S.C. § 3293(2), substituted a 10-year statute of limitations in cases of fraud “affecting a financial institution”.

because earlier that year we see a Deed of Distribution from their office (Exhibit 9 for some unrelated property) dated April 17, 2012. We know John Mitchell knows how to fill out a real estate tax form declaration because for another unrelated property (Exhibit 10) he filled out Exhibit 11 on October 10, 2012, with one Grantor and one Grantee instead of his law offices doing it like they did on the form in controversy, Exhibit Y. And, on Exhibit Y, Lorraine Mitchell knew (or should have known) that she could not be both an Agent for the Grantors if she is the Notary<sup>6</sup> even if the Grantors request it, and of course under Statute of Frauds to act as an agent in a Real Estate Transaction it requires a written agreement. There are plenty of reasons why this deed from the Elizabeth Rice and Norman Morrison, Sr to Alton Bohanon (Exhibit R) should be questioned and in fact declared either 1) Fraud in the Factum and thus a nullity, 2) an incorrectly registered instrument in the Washington County Registry of Deeds that is a nullity, or 3) Given a reformation under Count 3 that the Heirs had no ability to issue and is thus null and void.

41. Without Declaratory Relief and/or Reformation, it leads to an unjust enrichment of Defendant James Bohanon for having sold Parcels C and D when his father Alton never paid for them and they were not released for recording by Betty Rice and Norman Morrison, Sr.

### **PRAYER FOR RELIEF**

42. In the event of Mis-Joinder or Non-Joinder, the Plaintiff asks the court order that parties be joined as needed to effect substantial Justice as per Federal Rules of Civil Procedure.

43. Because the entire matter may be cleared up by the Heirs of Alfreda Morrison and the FDIC supporting Plaintiffs efforts to put before the court the Equitable Remedy of Reformation, and the Court Ordering such, it seems (combined with Declaratory relief) this is the place to start. I ask the Court to 1) Reform Exhibit L to also include Parcels C and D, and 2) to

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<sup>6</sup> See Exhibit 4, Pages 24-25, Booklet Pages 18-19, Section "Conflicts of Interest", esp. first two Q & A.

declare Exhibit R and all “downstream” deeds to be void, and 3) Declare Plaintiff the sole owner of Parcels A, B, C and D.

44. If Parcels C and D cannot be delivered to Plaintiff, in that event Plaintiff asks the court bifurcate Liability and Damages for that loss. I ask the court to first Determine liabilities for the loss of Parcels C and D and to Parcel A related to it being an undersized lot through the actions of predecessors in title or other actors, as well as costs, expenses, professional fees, etc. for the current and prior assertions of title. Once the court has determined who is liable for what, then it is appropriate to get an appraisal based upon court-ordered instructions and to tally up the costs. Plaintiff realizes that, in the event that Parcels C and D are delivered, title would be successfully defended and that no costs would be awarded.

45. The Plaintiff also requests any other relief the court deems just and equitable.

Respectfully submitted this 23<sup>rd</sup> day of August, 2019.

  
\_\_\_\_\_  
Steven Kneizys, Plaintiff, Pro Se

Steven Kneizys  
2 Muirfield Lane  
Lebanon, NJ 08833  
(610) 256 1396

THE PLAINTIFF RESERVES THE RIGHT TO A TRIAL BY JURY.



**Alignment of Body Shimmer Label Here**

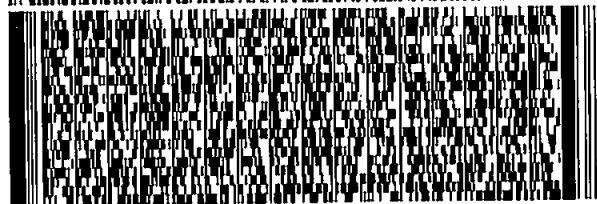
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BILL THIRD PARTY

**LAS VEGAS NV 89101**

(702) 484-5400  
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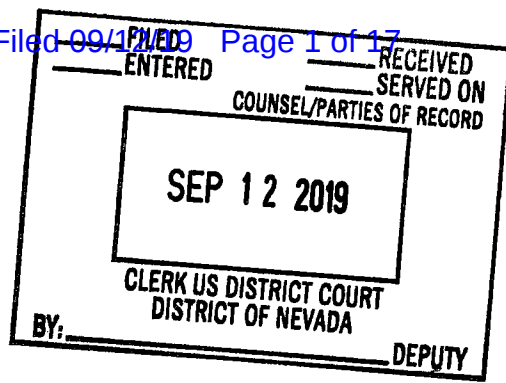


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STEVEN KNEIZYS, PLAINTIFF, PRO SE  
2 MUIRFIELD LANE, LEBANON, NJ 08833  
(610)256-1396  
SKNEIZYS@YAHOO.COM



UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

Steven Kneizys	)	Case No. <u>2:19-cv-01499-GMN-DJA</u>
	)	
Plaintiff	)	Jury Trial Demanded
	)	
-v-	)	
	)	
Federal Deposit Insurance Corporation, as	)	
Receiver for Washington Mutual Bank,	)	
Henderson, Nevada,	)	
Ronald V. Rice,	)	
Norman R. Morrison Jr.,	)	
Franklin H. Morrison,	)	
James Bohanon,	)	
James McLaughlin,	)	
Vicki McLaughlin	)	
	)	
Defendants	)	
	)	

**AMENDED COMPLAINT FOR:**

- 1) BREACH OF COVENANT OF WARRANTY
- 2) BREACH OF COVENANT OF QUIET ENJOYMENT
- 3) BREACH OF IMPLIED WARRANTY OF MARKETABLE TITLE
- 4) REFORMATION OF TITLE
- 5) DECLARATORY RELIEF

NOW COMES the Plaintiff, Steven Kneizys ("PLAINTIFF"), as a result of the eviction from land in MACSC-RE-2016-13 (Washington County, Maine, Superior Court in Machias), from a

competing claim related to 4 First Avenue, Baileyville, (the four parcels A, B, C and D to be more particularly describe herein,) complaining of the defendants as named above, respectfully alleging, as follows:

**JURISDICTION AND VENUE**

1. This is a Federal Question suit brought under 28 U.S. Code § 1331.
2. The court has Subject Matter Jurisdiction and it is an appropriate venue under 12 U.S. Code § 1821(d)(6), having exhausted administrative remedies under § 1821(d).

**PARTIES**

3. Plaintiff is now, and at all times relevant to the action, a resident of the County of Berks, State of Pennsylvania, with a temporary address of:

Steven Kneizys  
2 Muirfield Lane  
Lebanon, NJ 08833  
(610) 256 1396

Plaintiff is the grantee of property as successor in interest to a Warranty Deed conveyance from Washington Mutual to Joyce Lizotte (a/k/a Joyce Earle; see Exhibit G, and Exhibits H, H-1, and I, where Plaintiff is the grantee).

4. **Federal Deposit Insurance Corporation**, (“FDIC”) as Receiver for Washington Mutual Bank (“WAMU” or “Washington Mutual”), is a named party because of a Mortgage (See Exhibit L,) the subsequent foreclosure (see Exhibit F) and finally the conveyance to Joyce Lizotte (Exhibit G.) Agent for Service within the Dallas Region:<sup>1</sup>

Victoria Dancy  
Regional Counsel  
Federal Deposit Insurance Corporation  
1601 Bryan Street  
Dallas, Texas 75201

---

<sup>1</sup> Information obtained from web site <https://www.fdic.gov/about/contact/agents/index.html>

Attorney General of the United States  
U.S. Department of Justice  
950 Pennsylvania Avenue, NW  
Washington, DC 20530-0001

U.S. Attorney for the District of Nevada  
501 Las Vegas Boulevard South  
Suite 1100  
Las Vegas, NV 89101

5. Elizabeth Rice, a/k/a Betty Rice, birth name Elizabeth Morrison, is, inter alia, heir to Alfreda Morrison who had mortgaged the property (Exhibit L) to Washington Mutual; Betty Rice past way on February 2, 2019. Her husband and heir, **Ronald V. Rice**, has the address:

Ronald V. Rice  
57 Spring Street  
Calais, ME 04619

6. Brothers **Norman R. Morrison, Jr.** and **Franklin H. Morrison**, are the heirs to Norman R. Morrison Senior (who was the brother of Elizabeth Rice and son of Alfreda and Harold Morrison.) They may both be reached at the following addresses:

Norman R. Morrison, Jr  
55 Lafayette Street  
Calais, ME 04619

Franklin H. Morrison  
25 Summit Street  
Baileyville, ME 04694

7. **James Bohanon** (“Jamie”) is heir to Alton “Jimmy” Bohanon. Alton, who passed away April 7, 2013, was the purported Grantee to Parcels C and D (see Exhibit R), which are the main parcels in controversy. James Bohanon is named as he is a necessary party to “Deed Reformation” and “Declaratory Relief” as his interests are affected.

James Bohanon  
31 Main St / PO Box 144  
Baileyville, ME 04694

8. **James McLaughlin** and **Vicki McLaughlin**, husband and wife, are listed as Grantees (see Exhibit T) to the main parcels in controversy and are thus necessary parties to

“Deed Reformation” and “Declaratory Relief”. Their street address is:

772 Houlton Road (US 1)  
Baileyville, Maine 04694

### **INTRODUCTION AND BASIC FACTS**

9. The property is located at 4 First Avenue, Baileyville, Washington County, Maine. As owned by Alfreda Morrison (see Exhibits A, K) it was collectively known as Map 20, Lot 60, on the Property Map of the Town of Baileyville, Washington County, Maine. The parcels the Tax Assessor carved out into what they are now calling “Map 20, Lot 60A”, are described as follows:

**Parcel C:**

A CERTAIN LOT OR PARCEL OF LAND, SPECIFICALLY LOT # 9 AND ALSO LOT #10 ON THE EASTERLY SIDE OF WASHINGTON STREET IN THE VILLAGE OF WOODLAND AS SHOWN ON A PLAN OF THE VILLAGE OF WOODLAND BY WARREN C. LOUD, SURVEYOR, AND FILED IN THE WASHINGTON COUNTY REGISTRY OF DEEDS IN PLAN BOOK NO. 3, INSERT 60.

**Parcel D:**

A STRIP OF LAND LOCATED ALONG THE WESTERLY BOUNDARY OF LOT 60, AS SHOWN N THE TAX MAP 20 (BAILEYVILLE TAX MAPS), BEING THE EASTERLY HALF OF THE UNBUILT STREET OR WAY SHOWN ON SAID TAX MAP OF 1977 AS LOT 51, AND SHOWN ON THE WARREN C. LOUD PLAN OF WOODLAND AS PART OF WASHINGTON STREET ALONG LOTS 9, 10 AND 11, BEING 25 FEET IN WIDTH AND 150 FEET IN LENGTH FROM FIRST AVENUE.

Parcels C and D are known as Parcels 2 and 3, respectively, in the conveyance from Washington Mutual to Joyce Lizotte (Exhibit G). The other two parcels that were merged<sup>2</sup> into Tax Map 20, Lot 60 by the Baileyville Land Use Ordinance on October 1, 1997, have the description:

**Parcel A:**

LOT OR PARCEL OF LAND, SPECIFICALLY LOT # 11 ON THE EASTERLY SIDE OF WASHINGTON STREET IN THE VILLAGE OF WOODLAND AS SHOWN ON A PLAN OF THE VILLAGE OF WOODLAND BY WARREN C. LOUD, SURVEYOR, AND FILED IN THE WASHINGTON COUNTY REGISTRY OF DEEDS IN PLAN BOOK NO. 3, INSERT 60.

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<sup>2</sup> It is possible that only Parcels A, C and D were actually merged, as Parcel B was not specifically listed on the mortgage to St Croix (Exhibit E), thus it was not under “common ownership.” If that were to be done, it would be like adding an ex-post facto covenant to the deed that the grantee could likely never honor as they were never granted that parcel.

**Parcel B:**

A STRIP OF LAND TEN (10) FEET IN WIDTH, RUNNING FROM FIRST AVENUE ACROSS THE REAR OF LOTS 29 AND 31, MAKING SAID STRIP 100 FEET IN LENGTH AND DECREASING LOTS 29 AND 31 TO A DEPTH OF NINETY FEET MEASURED BACK FROM BROADWAY. SAID CREATION OF THE STRIP AND CONVEYANCE OF THE REMAINDER OF LOTS 29 & 31 IS RECORDED IN THE WASHINGTON COUNTY REGISTRY OF DEEDS IN BOOK 774, PAGE 193, DATED SEPTEMBER 29, 1972.

10. To the best of Plaintiff's knowledge, the events occurred in the County of Washington, Maine. All recorded deeds in this complaint were recorded in the Washington County, Maine, Registry of Deeds. All references to Book and Page numbers refer to said registry. All "Old Lot" numbers refer to the lot numbers as shown on the plan of the Village of Woodland made by Warren C. Loud circa 1912 ("Loud Plan"), and filed in said registry in Plan Book No. 3, Insert 60.

11. Parcels A, C and D as described above were listed in the Warranty Deed from Washington Mutual to Joyce Lizotte (Exhibit G dated 9/21/2006) as Parcels 1, 2 and 3, respectively. Plaintiff is the latest grantee of this chain of title through WaMu, however, in MACSC-RE-2016-13 the court found (Exhibit 7, page 2) that

By a deed September 21, 2006, Washington Mutual Bank, F.A. conveyed its interest in the mortgaged property to Joyce M. Earle, a/k/a Joyce M. Lizotte; (PSSMF ¶ 20). The description of the property conveyed included Lot 11 (Parcel A), and also included Parcels C and D, notwithstanding that Parcels C and D were not included in the mortgage from Alfreda to North American Mortgage Company. Id. As only Lot 11 was included in the mortgage, and only Lot 11 had been foreclosed upon, Joyce Lizotte acquired an interest in Lot 11 (Parcel A) only.

12. The vast majority of evidence in this case will come from the public records of the State of Maine, including but not limited to records of the Town of Baileyville, as well as the records filed with/through the Washington County Registry of Deeds. The "Appendix of Complaint Exhibits", (Volumes I, II, and III,) filed with this complaint is incorporated by reference, and contains the vast majority of the Plaintiff's Exhibits in MACSC-RE-2016-13.



13. The simplified series of events established herein, in roughly this order, are:

- (a) At least 3 of the 4 parcels comprising Tax Map 20, Lot 60, were merged by Baileyville's Land Use Ordinance to create a dimensionally conforming lot under ownership by Alfreda Morrison
- (b) As per subsequent finding of this court (Exhibit 7), just Lot 11 (Parcel A) of Tax Map 20, Lot 60, was sold to Washington Mutual Bank pursuant to a Judgment of Foreclosure and Sale of Alfreda Morrison's mortgage in docket MACSC-RE-2005-8
- (c) Washington Mutual Bank specifically listed three of the four parcels of Tax Map 20 Lot 60 when conveying the property to Joyce Lizotte (Exhibit G)
- (d) People interested in buying 4 First Avenue, see just Lot 11 listed specifically in the foreclosed mortgage with Washington Mutual (Exhibit L) asked the Town of Baileyville for Assistance on Friday, September 7, 2012 (Exhibit DLT-1).
- (e) On 9/8/2018 the town reconfigured the property cards (Exhibit W) and the new account is listed as account "1462".
- (f) This new account got a comment card explaining how it was created (Exhibit DLT-1).
- (g) The Tax Assessor writes a letter (Exhibit X) to attorneys for Joyce Lizotte's bank, explaining how the Tax Assessor's Agent re-interpreted deeds, and how the assessor had switched the property records around due to her re-interpretation of the deeds and events, but failed to mention the town's merger of the lots or at whose request (James Bohanon, see Exhibit DLT-1 top paragraph) she looked into this matter in the first place.
- (h) The heirs of Alfreda Morrison, working with Attorney John Mitchell, agree to sign a deed to Alton Bohanon to clear up the cloud of title provided that said deed is only registered after 1) the main house is first purchased by Alton Bohanon and 2) the Morrison family is paid a substantial amount given that they have been told they own the property in question (\$5000.00) (Exhibits AFF-BR, P, and Q.)
- (i) Attorney John Mitchell got the deed registered for Alton Bohanon, despite the conditions in place, with no consideration given (Exhibits AFF-BR, P, and Q) and without Alton Bohanon purchasing the main house.
- (j) Plaintiff purchased "Lot 11" from BNY Mellon (see Exhibit I), and obtained a quitclaim deed from Joyce Lizotte for all of what was granted by Washington Mutual (Exhibit H).
- (k) Plaintiff purchased Lot B from the Heirs of Alfreda Morrison (Exhibits P and Q)
- (l) Plaintiff's deed to Parcels C and D was upgraded from quitclaim to Warranty Deed – "Special Warranty" (quitclaim with covenants) from Lizotte and assignment of warranty from WaMu (Exhibit H-1)
- (m) Order on Summary Judgment in RE-2016-13 (Exhibit 7), evicted Plaintiff from Parcels C and D.

14. During the deposition of the Baileyville Town Manager Richard Bronson in case MACSC-2015-20 (Exhibit J), it was revealed that the lot mergers occurred if the lots were under

common ownership and further suggested a professional title search be done to confirm this fact. Richard Bronson also confirmed that Exhibit A (the same Exhibit A as in this case) was from the same series of maps as were of file in the Baileyville Offices. The Survey Plan by CES, Exhibit K, was able to confirm this fact, and states the configuration of the property at 4 First Avenue, known as Tax Map 20 Lot 60 under ownership of Alfreda Morrison, matches the depiction of said Lot 60 in Exhibit A.

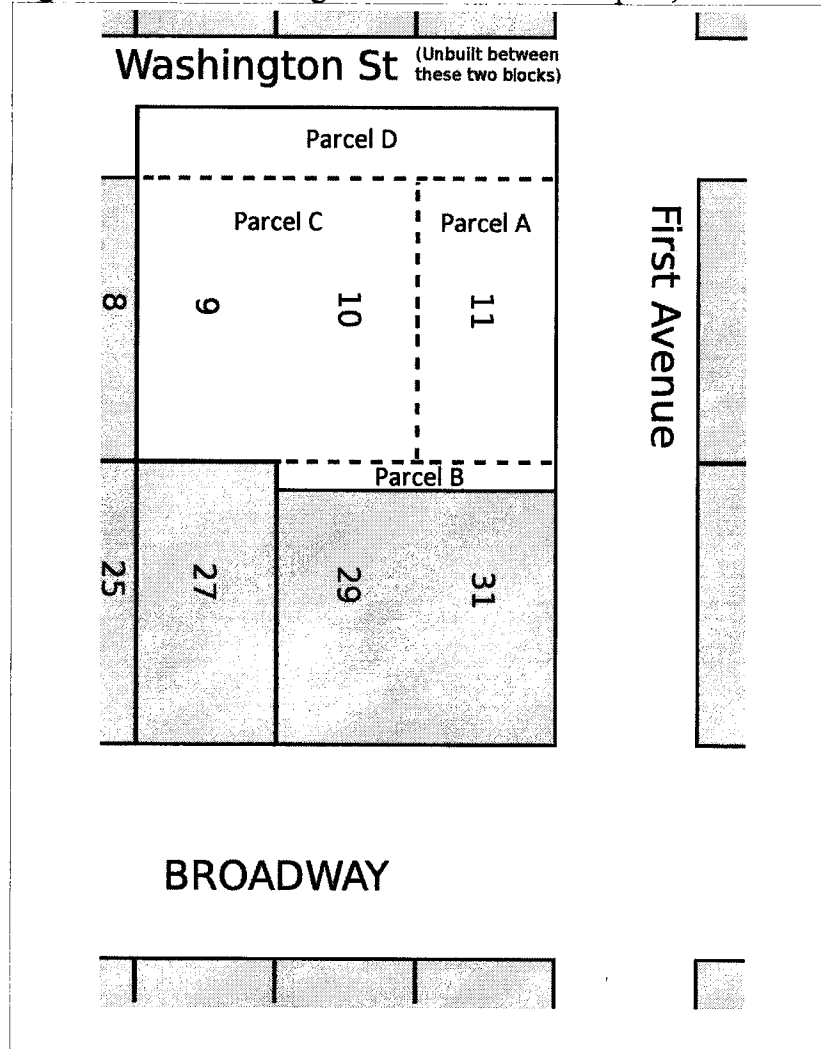
15. Lot 11, Parcel A, was sold to Washington Mutual Bank pursuant to a Judgment of Foreclosure and Sale of Alfreda Morrison's mortgage in docket MACSC-RE-2005-8. The entire foreclosure appears to have been uncontested from the court records. Exhibit F, the "REPORT OF DISBURSEMENT OF PROCEEDS OF FORECLOSURE SALE" from MACSC-RE-2005-8, shows that Washington Mutual Bank purchased the property on January 24, 2006. Exhibit F also includes the "Affidavit of Publication" with the actual "Notice of Public Sale" that advertised "The property is located at 4 First Avenue, Baileyville, Maine, Tax Map 20, Lot 60."

16. A short history of the Parcels is in order. In 1962, Old Lot 11 was conveyed to Harold and Alfreda Morrison in Book 580 Page 232, and in this complaint it will be referred to as "Parcel A". Over the years three more adjacent parcels were conveyed to them as well. In 1972 "Parcel B", a ten (10) foot wide strip one hundred (100) feet long was created by acquiring the double lot next door on Broadway, and then selling all but that 10 foot strip, see Book 771, Page 151 for the original conveyance of Old Lots 29 & 31, and Book 774, Page 193, for the creation of said strip. In 1973 "Parcel C", Old Lots 9 & 10, were conveyed in Book 795, Page 180. In 1980 they are conveyed "Parcel D", which consists of one-half of the Unbuilt Washington Street along Old Lots 9, 10, 11 (lot 25 feet wide, 150 feet long) by the Town of Baileyville in Book 2056, Page 103. See Figure 1 for a diagram of these parcels on that block of



First Avenue using the lot number notations of the Loud Plan.

Figure 1. The Four Original Parcels of Tax Map 20, Lot 60.



17. On February 8, 1996, in a Home Equity Mortgage Deed with St Croix in Book 2095, Page 194, Alfreda Morrison, now a widow, indicates the use of the property as a single property conveyed by three deeds. Ownership of the 10ft wide side lot, Parcel B, is not mentioned. In her own words in that deed, Alfreda Morrison declares:

This is the same property conveyed to me by three (3) deeds, the first having been dated May 28th, 1962, recorded at the Washington County Registry of Deeds in Book 582, Page 33, the second dated May 2nd, 1973, recorded in said Registry in Book 795, Page 180, and the third is dated February 22nd, 1980, to be recorded in said Registry.

18. The Baileyville, Me., Land Use Regulation Ordinance (Oct 1, 1997) (Exhibit B), spells out the details of what happened when the ordinance was adopted with regards to lot mergers of undersized lots under common ownership (See Section 2(E), Exhibit B's Page 6.)

19. Alfreda Morrison got a Mortgage from North American Mortgage Co, said mortgage deed dated June 28th, 2000 and recorded in Book 2442, page 183 (Exhibit L, the "foreclosed mortgage"). The legal description on the mortgage subparagraph (A) is that of the base Lot 11, but there were several other inclusion clauses and subparagraphs on the mortgage. This mortgage, a financial instrument that also appears to be signed under seal, contained a general warranty as well as a promise there were no undisclosed encumbrances. The encumbrance of the Lot Mergers does not appear to have been disclosed to WaMu, and by Exhibit J (deposition pages 12-13) the town had no idea as of the deposition as to whether or not the merger had occurred. This mortgage was foreclosed as revealed in said Registry of Deeds Book 3107, Page 221 (judgment entered on 08/30/05 and the appeal process expired 01/27/06, see Exhibit F). WaMu then conveyed Parcels A, C and D to Joyce Lizotte (Exhibit G.)

20. Plaintiff was granted Parcels C and D by Joyce Lizotte by deeds included herein as Exhibits H and H-1, and Parcel A (Lot 11, see Exhibit I) by BNY Mellon. Therefore, plaintiff is now the current "remote" grantee for all three parcels granted by WaMu's Warranty Deed to Joyce Lizotte either through her directly or under her grantee BNY Mellon (through foreclosure.)

#### **Procedural History related to Plaintiff's Chain of Title**

21. Washington Mutual Bank foreclosed on Alfreda Morrison's mortgage in Washington County (in MACHias, Maine) Super Court Docket MACSC-RE-2005-8 (and subsequently conveyed to Joyce Lizotte, see Exhibit G.)<sup>3</sup>

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<sup>3</sup> Sometimes the year is omitted in docket numbers, so MACSC-RE-16-13 is the same as MACSC-RE-2016-13, for example.

22. Bank of NY Mellon foreclosed on Joyce Lizotte in Washington County District Court in Calais, District Court Docket RE-2012-8 (and subsequently conveyed to Plaintiff Steven Kneizys, see Exhibit I.)

23. Plaintiff sought to Quiet Title on just Parcel B in MACSC-RE-2015-20, naming JP Morgan Chase Bank, NA, (“Chase”) as defendant and also served Elizabeth Rice, Norman Morrison Jr, and Franklin Morrison (Heirs of Alfreda Morrison). Heirs conveyed any interest (Exhibits P and Q.) Chase waived Subject Matter Jurisdiction of 12 U.S. Code § 1821(d), and after putting in a disclaimer to Parcel B the case was dismissed by Joint Stipulation.

24. Plaintiff sought to assert title to Parcels A, B, C and D in MACSC-RE-2016-13, but only successfully asserted title to Parcels A and B.

25. Plaintiff appealed MACSC-RE-2016-13 to the Maine Supreme Judicial Court, as the trial court ruling declared the heirs not to be parties (despite having been served, answered, and having been part of the Motion to Join Parties, Exhibit 3.) Also, there was Declaratory relief regarding the activities of Washington Mutual and they were not a party. The Supreme Judicial Court, docket Was-17-269, affirmed the trial court ruling in Memo of Decision Mem 18-4.

26. Plaintiff named Chase as defendant in MACSC-RE-2018-6 as a result of the eviction in MACSC-RE-2016-13 (for, inter alia, Breach of Covenants of Warranty and Quiet Enjoyment,) but this time they filed an MTD based on Subject Matter Jurisdiction of 12 U.S. Code § 1821(d). Days later the Plaintiff converted the claim to a FIRREA claim with the FDIC (“REQUEST NUMBER: 2010980900” received by the FDIC on September 10, 2018), and dismissed the State action with Chase without prejudice by Stipulation before an answer to the complaint was submitted. The Plaintiff and defendant FDIC were unable to successfully find a path to a resolution in this matter, and the FIRREA claim's extension of time expired June 28,

2019 (confirmed by letter from the FDIC to Plaintiff dated June 27, 2019.)

**FIRST AND SECOND CAUSES OF ACTION**  
**BREACH OF COVENANT OF WARRANTY**  
**BREACH OF COVENANT OF QUIET ENJOYMENT**

27. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

28. There are a variety of personal covenants and future covenants that a Warranty Deed conveys.<sup>4</sup> The Maine Supreme Judicial Court stated in *Lloyd v. Estate of Robbins*, 2010 ME 59, ¶ 20-21, 997 A.2d 733:

[¶ 20] The covenants of warranty and quiet enjoyment are usually considered together. Creteau, *Maine Real Estate Law* 191. They represent that the grantee will enjoy the premises without disturbance and that the grantor will warrant and defend the premises against all lawful claims by third persons.....

[¶ 21] Because these covenants run with the land, the common law required a grantee to prove eviction in order to recover for breach of the covenants. ...

Plaintiff was unable to obtain exclusive possession of Parcels C and D, and was formally evicted by the decision in MACSC-RE-2016-13 (See Exhibit 7) that found the McLaughlins (claiming Parcels C and D under the heirs of Alfreda Morrison, whose mortgage for Parcel A WaMu foreclosed on) had superior title as a matter of law.

29. There can be no quiet possession and enjoyment of Parcel A (Lot 11, with the house) because of the Lot Merger. Now that it is non-conforming (at 5000 sq ft, minimum of 10,000 needed, see Exhibit B Page 5 Section 2 et seq.), the only way it could be used is by either including the other parcels that were merged or by a variance. A variance, however, is not possible, as State Law 30-A M.R.S.A §4353 4-C and The Local Land Use Ordinance, Exhibit B Page 25 Section 7(H)(2)(c)(2)(c), appear to make a variance inapplicable. Clearly, if only Lot 11

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<sup>4</sup> “The covenant of seisin, the covenant of the right to convey, the covenant of warranty, the covenant of quiet enjoyment, and the warranty of freedom from encumbrances accompany every warranty deed...”, *McCormick v. Crane*, 2012 ME 20, ¶ 6, 37 A.3d 295

(Parcel A) was conveyed to WaMu, this entire problem is a result of this conveyance (Exhibit L), and practically may only be solved by some kind of reformation of that deed for there to ever be quiet enjoyment of the property.

30. The Heirs of Alfreda Morrison, if they knew that Parcels C and D were encumbered by the Land Use Ordinance or that it was the intention and belief of themselves or Alfreda Morrison that all Parcels were part of the mortgage, then it would be a potential tort for them to independently convey them to anyone who was not owner of Lot 11. The opposite appears to be the case – it appears they were trying to keep the parcels together when they were working on the Deed to convey to Alton Bohanon (Exhibit R.) In addition to their averement in Exhibits P (pg 2, para 2) and Q (pg 2 para 5) that the parcels went together in the foreclosure sale to WaMu, Elizabeth Rice also goes into detail (Exhibit AFF-BR) about how the deed (Exhibit R) to Alton Bohanon was never paid for and never released for recording. They heirs of Alfreda Morrison are, from Plaintiff's perspective, cooperating with defending the General Warranty of Alfreda Morrison in Exhibit L (pg 2nd to last paragraph,) but a little bit more work remains.

31. WaMu obviously also believed they owned Parcels C and D when they conveyed them to Joyce Lizotte in Exhibit G via Warranty Deed. Plaintiff is the “remote grantee” not only of Alfreda Morrison's General Warranty but that of WaMu in Exhibit G via conveyance from Lizotte to Plaintiff in Exhibits H and H-1

**THIRD CAUSE OF ACTION**  
**BREACH OF IMPLIED WARRANTY OF MARKETABILITY OF TITLE**

32. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

33. The cloud of title over the parcels, the eviction in MACSC-RE-2016-13, and the continuing questions of usability of the property (and thus it's Merchantability), make it

unmarketable. See *Gauthier v. Gerrish*, 116 A.3d 461 (2015), 2015 ME 60, ¶ 13, citing *Depositors Trust Co. v. Bruneau*, 144 Me. 142, 14647, 66 A.2d 86 (1949) ("Every vendor in the absence of provision otherwise in the contract, Impliedly contracts to tender a marketable title.") Plaintiff believes that "Breach of Implied Warranty of Merchantability" synonymous with this cause of action.

#### **FOURTH CAUSE OF ACTION** **DEED REFORMATION**

34. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

35. As per above, it is obvious that WaMu believed it owned Parcels C and D. Elizabeth Rice avers that her mother had a similar belief, see Exhibit DEP-ER (Exhibit page 5, deposition page 7 line 24 to deposition page 8 line 13, discussing Alfreda Morrison's foreclosure sale.) This is a statement against interest, since Alton Bohanon never paid for the deed (as described in Exhibit AFF-BR regarding Exhibit R) it would be in the Morrison family's financial interest to seek to collect \$5000 rather than supporting Plaintiff in this matter. In addition, the heirs step into the shoes of the late Alfreda Morrison.

36. Exhibit R clearly points out that WaMu had declared an interest in Parcels C and D, there can be no grantees in interest who are purchasers in good faith without knowledge of the prior claim for those parcels. With both sides to Exhibit L, the FDIC for WaMu, and the heirs of Alfreda Morrison (her late daughter Elizabeth Rice's heir Ronald V. Rice and her grandson's Norman Morrison Jr and Franklin Morrison, sons of the late Norman R Morrison Sr.) joined as parties to the action, it is now ripe for Deed Reformation.

**FIFTH CAUSE OF ACTION**  
**DECLARATORY RELIEF**

37. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

38. Defendant James Bohanon was involved with the original acquisition of Parcels C and D. He went to the town office to inquire about the property, and that inquiry led to the Town splitting off Parcels C and D from “Lot 60” to “Lot 60A” (See Exhibit DEP-JB Pg 3 Deposition page 4 lines 9-20 and Exhibit DLT-1 top paragraph.) While agreeing that there was a \$5000 payment that Alton was going to give to Elizabeth Rice (Exhibit DEP-JP, Deposition page 8 Lines 8-13) he refutes that it was due before recording. He also refutes Betty Rice's claim that there was no payment, instead he claims that because Alton Bohanon scratched off gambling debts<sup>5</sup> from the book James Bohanon had at the house. Either way, unpaid for or Alton Bohanon and his agents just helping themselves to the deed (Exhibit R) is unlawful.

39. It is true that if WaMu and Alfreda Morrison had not mutually made the mistake of not sufficiently describing the the parcels in Exhibit L's property description that we would not be here. It is equally true that if Alton Bohanon and his agents had not helped themselves to the Parcel in question (C & D) that this situation would have already corrected itself through quitclaim deeds (Exhibits P and Q.) If Elizabeth Rice's claims in Exhibit AFF-BR are found by this court to be from a fraud, it affects the FDIC's ability<sup>6</sup>, in the shoes of WaMu, a financial institution, to cure this on its own by simply executing documents to obtain clear title to Parcels

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<sup>5</sup> *Id.*, lines 2-3. James Bohanon's attorney actually produced a photocopy of some of these pages that were scratched off, see Exhibit 1, but no scratch-off is visible. Given that gambling is illegal in Maine, and a collection of such a debt is potentially an unlawful debt collection under 18 U.S.C. § 1961 et seq, it is likely that this admission by James Bohanon and follow-up by his attorney did not contemplate that this matter would be going before a Federal Court. Those pages are incomplete & do not have any signature of Betty Rice or other way to validly tie them into the sale of Parcels C & D, and are believed to be inadmissible for that purpose.

<sup>6</sup> 18 U.S.C. § 3293(2), substituted a 10-year statute of limitations in cases of fraud “affecting a financial institution”.

C and D which, by Warranty Deed estoppel would cause the parcels to be delivered to Plaintiff. .

40. We know that Alton Bohanon and his agents (attorney John Mitchell and his wife Lorraine Mitchell) helped themselves to the property for several reasons beyond the claim/admission of James Bohanon that he father was collecting a gambling debt. First of all, on there was no probate on Parcels C and D that were inherited from Alfreda Morrison. John Mitchell's law office knows about the Probate Requirement (see 33 M.R.S. § 775 for example) because earlier that year we see a Deed of Distribution from their office (Exhibit 9 for some unrelated property) dated April 17, 2012. We know John Mitchell knows how to fill out a real estate tax form declaration because for another unrelated property (Exhibit 10) he filled out Exhibit 11 on October 10, 2012, with one Grantor and one Grantee instead of his law offices doing it like they did on the form in controversy, Exhibit Y. And, on Exhibit Y, Lorraine Mitchell knew (or should have known) that she could not be both an Agent for the Grantors if she is the Notary<sup>7</sup> even if the Grantors request it, and of course under Statute of Frauds to act as an agent in a Real Estate Transaction it requires a written agreement. There are plenty of reasons why this deed from the Elizabeth Rice and Norman Morrison, Sr to Alton Bohanon (Exhibit R) should be questioned and in fact declared either 1) Fraud in the Factum and thus a nullity, 2) an incorrectly registered instrument in the Washington County Registry of Deeds that is a nullity, or 3) Given a reformation under Count 3 that the Heirs had no ability to issue and is thus null and void.

41. Without Declaratory Relief and/or Reformation, it leads to an unjust enrichment of Defendant James Bohanon for having sold Parcels C and D when his father Alton never paid for them and they were not released for recording by Betty Rice and Norman Morrison, Sr.

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7 See Exhibit 4, "Notary Public Handbook and Resource Guide" published by the Maine Secretary of State, Exhibit Pages 24-25, Booklet Pages 18-19, Section "Conflicts of Interest", especially the first two Questions & Answers.



### **PRAYER FOR RELIEF**


In the event of Mis-Joinder or Non-Joinder, the Plaintiff asks the court order that parties be joined as needed to effect substantial Justice as per Federal Rules of Civil Procedure.

Because the entire matter may be cleared up by the Heirs of Alfreda Morrison and the FDIC supporting (or perhaps simply not opposing) Plaintiffs efforts to put before the court the Equitable Remedy of Reformation, and the Court Ordering such, it seems (combined with Declaratory relief) this is the place to start. I ask the Court to 1) Reform Exhibit L to also include Parcels C and D, and 2) to declare Exhibit R and all “downstream” deeds to be void, and 3) Declare Plaintiff the sole owner of Parcels A, B, C and D. While it seems inconceivable that the court would find that the sale of Parcels C & D from the heirs of Alfreda Morrison to Alton Bohanon was legitimate and for the \$985.00 specified on Alton Bohanon's gambling books (Exhibit 1), Plaintiff believes, given the great assistance from the family already given to Plaintiff to defend title and the personal losses the Morrison family has sustained by the passing of Alfreda, Elizabeth (Betty), and Norman Sr., that for the sake of equity Plaintiff would return that money instead of asking it come from the Morrison family heirs as part of undoing the sales through the Bohanons to the McLaughlins.

If Parcels C and D cannot be delivered to Plaintiff, in that event Plaintiff asks the court bifurcate Liability and Remedy (Damages) for that loss. I ask the court to first determine liabilities for the loss of Parcels C and D and to Parcel A related to it being an undersized lot through the actions of predecessors in title or other actors, as well as costs, expenses, professional fees, etc. for the current and prior assertions of title. Once the court has determined who is liable for what, then it is appropriate to get an appraisal based upon court-ordered instructions and to tally up the costs. Plaintiff realizes that, in the event that Parcels C and D are

delivered, title would be successfully defended and that no costs would be awarded. The Plaintiff also requests any other relief the court deems just and equitable.

Respectfully submitted this 11<sup>th</sup> day of September, 2019.

  
Steven Kneizys, Plaintiff, Pro Se

Steven Kneizys  
2 Muirfield Lane  
Lebanon, NJ 08833  
(610) 256 1396

THE PLAINTIFF RESERVES THE RIGHT TO A TRIAL BY JURY.

Doc#: 13840  
Bk: 3215 Pg: 29

## WARRANTY DEED

WASHINGTON MUTUAL BANK, as successor-in-interest to LONG BEACH MORTGAGE COMPANY by operation of law with a mailing address of 1100 Corporate Drive Raleigh, NC

in consideration of Thirty Four Thousand Dollars and 00/100 Cents. (\$34000.00).  
grants to Joyce M. Earle of \_\_\_\_\_.

The real property with the buildings and improvements thereon, situated in Baileyville, county of Washington and State of Maine, being more particularly described in Exhibit "A" attached hereto and made a part hereof by reference.

Being the same premises conveyed to GRANTOR herein by Deed from North America Mortgage Company dated June 28, 2000 and recorded on July 11, 2000 in the Washington County Registry of Deeds in Book 2442, Page 183.

PROPERTY ADDRESS: 4 First Avenue, Baileyville, Maine 04694

WITNESS my hand and seal this 21 day of Sept, 2006

TRANSFER TAX PAID

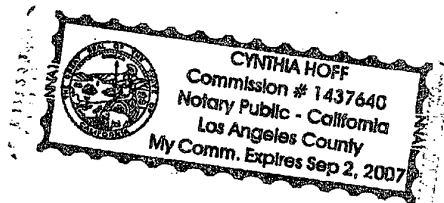
WASHINGTON MUTUAL BANK, as  
successor-in-interest to LONG BEACH  
MORTGAGE COMPANY by operation of  
law ~~with a mailing address of 1100~~  
~~Corporate Drive Raleigh, NC~~

By: Rosa Salgado  
Its: Rosa Salgado

## STATE OF MAINE

On this 21 day of Sept, 2006, personally appeared the above-named,  
Rosa Salgado its ✓, and acknowledged the  
foregoing instrument to be the free act and deed of WASHINGTON MUTUAL BANK, as successor-in-  
interest to LONG BEACH MORTGAGE COMPANY by operation of law.

[Signature]  
Notary Public:  
My Commission Expires:



Doc# 13840  
Bk: 3215 Pg: 30

**EXHIBIT "A"**

Parcel 1: A certain lot or parcel of land situated in said Baileyville and being lot number eleven (11) on the easterly side of Washington Street, so-called, as shown on the plan of the village of Woodland made by Warren C. Loud, surveyor, and filed in the Washington County Registry of Deeds.

Meaning and intending to convey one of the lots conveyed in a deed from Geneva Morrison and Merrill Morrison to Raymond P. Morrison by their deed dated July 30, 1958 and recorded in the Washington County Registry of Deeds in Book 555, Page 500, to which deed and the deeds therein mentioned reference is hereby made for a more particular description.

Parcel 2: Being a certain lot or parcel of land described as follows:

Specifically lot #9 and also lot #10 on the easterly side of Washington street in the village of Woodland as shown on a plan of the village of Woodland by Warren C. Loud, surveyor, and filed in Washington County Registry of Deeds in Plan Book No. 3 insert 60.

Meaning and intending to convey the same premises conveyed by Estella L. Turner to Harold N. Morrison and Alfreda M. Morrison by deed dated May 2, 1973, recorded in the Washington County Registry of Deeds in Book 795, Page 180.

Parcel 3: A certain lot or parcel of land situated in Baileyville, County of Washington, state of Maine, more particularly bounded and described as follows.

All right, title and interest in and to a strip of land located along the westerly boundary of Lot 60, as shown on Tax Map 20 (Baileyville Tax maps), being the westerly half of the unbuilt street or way, shown on said Tax map 20 as Lot 51, and shown on the Warren C. Loud Plan of Woodland as part of Washington Street, being 25 feet in width and 250 feet in length from first Avenue.

Received  
Recorded Register of Deeds  
Nov 13, 2006 12:17:05P  
Washington County  
Sharon D. Strout

## CERTIFICATE OF SERVICE

I, Steven Kneizys, Appellant/Plaintiff, hereby certify this Appendix is being sent by First Class mail (or faster) along with the 2 copies of the Appellant's Brief to the following addresses:

Appellee: For the Federal Deposit Insurance Corporation, as Receiver for Washington Mutual Bank,  
Garrett S Ledgerwood, Esq., 111 SW 5th Ave 3400 U.S. Bancorp Tower, Portland OR 97204

Appellee: For dismissed defendants James Bohanon and Vicki McLaughlin,

Charles R Horner, Law Office of Charles R Horner PLLC 1911 SW Campus Dr, NO 727,  
Federal Way, Washington 98023

Appellee: For the United States, the US Attorney for the State of Maine, as per email,  
Andrew K. Lizotte, Chief, Civil Division, 202 Harlow Street, Bangor, Maine 04401,  
T: 207.262.4636, E: Andrew.Lizotte@usdoj.gov

Dated this 23rd day of May, 2022.



Steven Kneizys, Appellant, Pro Se  
87 Lagare St.  
Palm Coast, FL 32137  
(610)256-1396